Secrt. II-27—45,004—14-11-29.

L. S. G. (1930) Department.

MS SERIES.

G.O. No. 2823 P.W.

DATED 7-11-1930.

[Despatch Abstract.]

Water supply - Bellary Railway station - Proposal sanctioned.

SECRETARY TO GOVERNMENT, LOCAL SELF-GOVERNMENT DEPARTMENT.
3-JUN 1929

C.F. 30—10,000—31-1-27

DEPARTMENT.

Received ..... *Registered* ..... 192 .

D 2

Subject.

WATER SUPPLY TO RAILWAY STATION.

ENCLOSURES.
No. 4.
Spare copies

G.O. No. 2441/28

Station Bellary. *Dated the* 29th May 1929.

M. R. Ry,

From (Name) N. Narayana Rao Garu, B.A., B.L.,

(Designation) Chairman, Municipal Council.

To The Secretary to the Government of Madras,

Local Self Government Department.

Madras.

Sir,

The Agent, M.S.M., Railway applied to me for supply of water for domestic as well as nondomestic purposes. Copy of his letter is "A" and I had referred him to the Sanitary Engineer for obtaining his permission to have such supply. The reply of the Sanitary Engineer is given in his two letters, copies of which are "B & C". My Council considered the same in its meeting held on 7-2-29 and copy of the resolution relating to it is "D".

I request the Government to kindly sanction the supply of water to the Railway Company as such supply may amount to giving house connections. The Government has already - -

sanctioned

sanctioned supply to the Central Jail, General Hospital Collector's Office and District Judge's compound and - - similar concession may kindly be made in the case of the Railway premises also.

30/5.

G. Hiremallappa
Vice Chairman, M. C.
31/5/29.

Enclosure "A".

Copy of letter No. P.1745/M/190 dated 24-10-28 of the Agent, M.S.M. Railway, Madras:-

Re: water supply at Bellary - Proposed piping arrangements to platform and Staff Quarters from the Municipal main.

Adverting to your letter No. Con.2437 dated the 3rd December 1927, stating that the Municipal Councilwould be willing to give supply of water for drinking purposes, I have the honour to state that it is proposed to tap your main at 2 places, one near the Assistant Engineer's bungalow and the other near the Horse and Carriage Dock, opposite the passengers platform and to connect with 3" and 4" pipe connections as shown on the enclosed plan No. BAY/173.A.

2. I shall be glad to have your approval to the plan so that an estimate may be prepared for carrying out the work.

3. I understand that your supply is ample and shall be glad to know whether you are willing to supply water for Loco.purposes, about 15,000 gallons per day in addition to the domestic supply.

4. In this connection I understand that the Municipality has till lately been supplying 24,000 gallons of water per day to Alipuram Jail which they are not doing at present, as the Jail has got its own supply.

5. If it is decided that water for Loco.purposes also can be supplied from the Municipal Supply, I shall be glad to know if a 6" pipe line can be taken from the 12" Municipal Main in lieu of the 4" between A and B as shown on the plan.

G. Hiremagga
V Chairman, M. C.
31/5/29

Enclosure "B"

Copy of the letter No. 2337 M, dated 24-11-28 from the Sanitary Engineer to Government to the Agent, M.S.M. Railway, Madras and its copy to the Chairman, Municipal Council, Bellary:-

WATER SUPPLY AT BELLARY RAILWAY STATION.

With reference to your letter No. W/1719 dated 22nd - - November 1928, I have no objection subject to the remarks and conditions mentioned below, to the supply of municipal water for general purposes or for locomotives at Bellary Railway Station.

2. The first condition is that the Chairman must examine his legal position regarding a supply of water to the Railway Company and obtain the sanction of Government if necessary.

3. If the legal position is such that the Chairman may supply water in bulk to the Railway at a rate to be agreed upon, without any free allowance, I have no objection to the proposed distribution system shown on your B.P. provided a scour valve is fixed at the - point on the 3" main furthermost from the connection from the municipal main. A plan of the Sanitary Engineer's type-design for a scour valve is enclosed.

4. If however the supply should be given on terms permitting a certain free allowance then I am of the opinion that the connections to the Assistant Engineer's bungalow, the Station Master's quarters, the P.W.I's quarters and in fact to all individual quarters should not be allowed until such time as house connections are - - approved by Government at Bellary. If the Railway Company pay for all the water they take from the Municipality there is no need for any such restriction.

5. In either case there should be only one connection from the 12" municipal main and the proposed second connection near the Assistant Engineer's bungalow should not be permitted. The scour valve mentioned in para 3 should be provided at this point.

6. As regards the supply of locomotives, provided the Municipality is prepared to give the supply and that the Railway is prepared to accept the condition that the supply can be discontinued by the Municipality at any time should a shortage of supply for - -

Municipal

Municipal purposes justify such action, I have no objection to the proposed supply on terms to be agreed upon.

7. The exact object of enlarging the supply pipe from 4" to 6" for this purpose is not clear in the absence of an explanation of the method adopted at Bellary for watering engines and without the arrangement being ~~the~~ shown on the plan.

It would not be permissible to supply water direct to the locomotive watering crane as the sudden draw off through such a large sized pipe would lower the pressure in the municipal mains. The water crane should be connected to an overhead tank supplied with water by a small size pipe (probably 2" diameter or less would be sufficient) controlled by a ball valve. In that case it is probable that the 4" main would be sufficient though this cannot be properly judged without knowing the position of the water crane.

8. It may be noted that the meter should not necessarily be of the same size as the branch pipe. The size of a meter is fixed with reference to minimum and maximum anticipated flow and not with reference to the size of the pipe into which it is inserted. It should also be noted that the stop valve should be on the municipal water main side and not the railway side of the meter.

9. The conditions, inter alia, upon which I would recommend the Municipality to give the supply are as follows:-

(1) The rate at which the Municipality will charge for the supply of water in bulk shall be agreed upon between you and the Municipality.

(2) The Municipality shall have the right to cut off the supply in case of a shortage of water, from any cause, for municipal - - purposes; or in case ~~of~~ of failure of the Railway to comply with any conditions of the agreement.

(3) That the meter shall be supplied by the Railway but shall be of a type approved by the Municipality. It shall be installed in a water-tight and rainproof meter house, it shall be sealed with both the seals of the Company and the Municipality; it shall be in the custody of the municipality and accessible at all times by

their

their authorized servants. In case of dispute re: the accuracy of the meter it may be tested at the expense of the dissenting party by the Sanitary Engineer whose decision shall be final.

(4) All materials such as pipes, fittings, cocks, jointing material, specials etc. in the Railway water supply distribution system shall be of a nature and quality approved by the Municipality who shall have access at all times, by arrangement with the Station Master or Assistant Engineer concerned, to have them inspected by its officers. No water tap, hydrant or scourvalve opening shall be at a lower level than 2feet above the adjoining ~~the~~ average road level or ground level.

(5) All connections to boilers, latrines etc. shall comply with any Municipal Bye-laws which may exist or which may be brought into existence.

10. I have to suggest therefore that you should complete your arrangements with the Municipality on the above lines and prepare a draft agreement and condition which may be forwarded to me for-- remarks before being finally approved, by the Council and submitted to Government if this is found to be necessary.

11. A copy of this letter is being forwarded to the Chairman for information.

G. Thimmappa
Chairman, M. C.
31/5/29.

Enclosure "C".

Copy of the letter No. 2404 M, dated 7-12-28 of the Sanitary Engineer to the Chairman, Municipal Council, Bellary:-

Ref:- Your No. R.O.C. 2441 dated 27-11-28.

If the Railway Company is paying the water and drainage tax to the Municipality in respect of all the buildings and lands within the station-yard, the Company would be entitled to a free allowance of water for domestic consumption proportionate to the assessed - - value of the buildings and lands and the water supply would have to be treated as a 'house connection' to grant which the special sanction of Government would be necessary. The supply for watering engines and other non-domestic purposes which has to be charged for fully without any free allowance should be taken on a separate meter.

On the other hand if the Railway Company does not pay water and drainage tax and is not entitled to a supply of water, the water supply may be given on agreement with the sanction of Government and the whole water charged for. In that case a single meter would be sufficient.

Legal opinion may have to be taken in regard to the right of the Company for a free allowance of water and other matters, with reference to the position under Section 135 of the Indian Railways Act.

G. Shivamurthy
Chairman, M. C.
31/5/29.

Copy of the Council's resolution No. 7 dated 7-2-29.

Read:-

7. Papers regarding supply of water to the Railway Station at Bellary.

Resolution:-

Proposed by Mr. C. Balaji Rao.

(1) The Council is prepared to give the Railway Company - - at this stage the water that they are entitled to free of cost but are not prepared to supply more, till there is complete service in the other quarters of the town.

Seconded by M.R.Ry, Dewan Bahadur M. Gopalaswami Mudaliar Av

F o r.	Against.
1. Mrs. Ramamni	1. Chairman
Messrs,	Messrs,
2. J. Mareppa	2. J. P. Cotelingam
3. T. Subbuchetty	3. Abdul Rawoof
4. J. Virupakshappa	4. A. Subramanyam
5. H. Anjanappa	5. G. Thimmappa
6. Abdul Basith	6. H. Saranappa
7. Dewan Bahadur M. Gopalaswami Mudaliar	7. Ramayya
8. M. S. Sarma	8. Gali Maribasappa
9. C. Balaji Rao	9. K. T. Srinivasacharlu
10. K. Gundacharlu	10. Siva Chennabasappa

Mr. K. Raghunatha Rao is neutral.

Votes being equal - Casting vote is against the proposition. The proposition is lost.

(2) The Municipal Council is prepared to supply water to the Railway authorities both for non-domestic and domestic purposes subject to the conditions laid down in Sanitary Engineer's letter No. 2337 M, of 24-11-28 and Railway Company's Agent's letter W.1719 of 24-1-29.

Proposed by Mr. K.T. Srinivasacharlu.

Seconded by Mr. Siva Chennabasappa.

Votes being equal the proposition is carried by the Casting vote of the Chairman. Mr. Virupakshappa's vote was excluded as he was not present at the time of voting but came subsequently.

The Council resolves to fix the rate at Rs 1-8-0 per 1000 gallons of water supplied to them provided the Railway Company - - guarantees to take a supply of not less than 20,000 gallons per day.

Proposed by Mr. K.T. Srinivasacharlu.

Seconded by Mr. Siva Chennabasappa.

H.R.Hy, Dewan Bahadur M. Gopalaswami Mudaliar proposes to amend the rate from Rs 1-8-0 to Rs 5/-

Seconded by Dr. Sarma.

Amendment is lost by 12 being against and 10 being for.

Poll

For the amendment.	Against.
Messrs,	Messrs,
1. K. Gundacharlu	1. Chairman
2. C. Balaji Rao	2. K.T. Srinivasacharlu
3. M.S. Sarma	3. Siva Chennabasappa
4. Dewan Bahadur M.Gopalaswami Mudaliar	4. N. Saranappa
5. Abdul Basith	5. Gali Karibasappa
6. Mahaboob Khan	6. J. Mareppa
7. J. Virupakshappa	7. K. Raghunatha Rao
8. T. Subbuchetty	8. Ramayya
9. Anjanappa	9. G. Thimmappa
10. Mrs. Ramunni	10. A. Subramanyam
	11. A. Rawoof
	12. J. P. Cotelingam.

Mr. K. Raghunatha Rao moves that Rs 2-8-0 instead of Rs 1-8-0 per 1000 gallons be fixed as the rate.

H.R.Hy, Dewan Bahadur M. Gopalaswami Mudaliar seconds the amendment.

Votes being equal Casting vote is against the amendment.

Amendment is lost by the Casting vote of the Chairman

For	Against.
1. Mrs. Ramunni	1. Chairman
Messrs,	Messrs,
2. Anjanappa	2. K. T. Srinivasacharlu
3. T. Subbuchetty	3. Siva Chennabasappa
4. Virupakshappa	4. N. Saranappa
5. Mahaboob Khan	5. Gali Karibasappa
6. Raghunatha Rao	6. J. Mareppa
7. Abdul Basith	7. Ramayya
8. Dewan Bahadur M.Gopalaswami Mudaliar	8. G. Thimmappa
9. S. Sarma	9. A. Subramanyam
10. C. Balaji Rao	10. A. Rawoof
11. K. Gundacharlu	11. J. P. Cotilingam.

The original proposition was put to vote and carried by 11 to 11 being equal, Casting vote of the Chairman is given for the original proposition and it is thus carried.

Poll.

For.	Against.
1. Chairman	
Messrs,	Messrs,
2. J. P. Cotilingam	1. K. Gundacharlu
3. A. Subramanyam	2. S. Sarma
4. G. Thimmappa	3. C. Balaji Rao
5. Ramayya	4. Dewan Bahadur M. Gopalaswami Mudaliar.
6. J. Mareppa	5. Abdul Basith
7. Gali Karibasappa	6. Raghunatha Rao
8. N. Saranappa	7. Mahaboob Khan
9. Siva Chennabasppa	8. T. Subbuchetty
10. K.T. Srinivasacharlu	9. J. Virupakshappa
11. A. Tawoof.	10. Anjanappa
	11. Mrs. Ramunni.

G. Thimmappa
Chairman, M. C.
31/1/29.

L. S. & (PH) Dept

CRO 21017. From the C.M.C. Bellary & C. 2441/28 Dt 29.5.29

Subject

Water Supply – Bellary Railway Station from the Bellary Water Supply System.

Memo:– 21017 – 102 PH. Dt 25.6.29

The C.M.C. Bellary is requested to report at an early date whether the M.S.M. Ry. Co. has agreed to the conditions proposed by the Sanitary Engr. in his letter No 2337M Dt 24.11.28 ~~and also to report whether the Railway~~ Company. and if so to forward through the Asst. Engr. a draft of an agreement embodying the conditions subject to which ~~the~~ water will be supplied to the Co.

Dpd. by Van / Post / Messenger

Dpr's. initials. RR

Date 26/6/1929

To

The C.M.C. Bellary
(Attn)

for Secy
19.6.29

C.F. 30—10,000—31-1-27.

DEPARTMENT.

Received 2112-29 192 Registered 192

Subject.

Water Supply to Bellary Railway Station.

970 -A. 13 JUL 1929

Register speedy disposal

ENCLOSURES.
No. one file of correspondence.
Spare copies

Ref Ltr No. 2461/28 * 8-7-29.

Station Bellary., Dated the 5th July 1929.

M. R. Ry,

From (Name) N. Narayana Rao Garu, B.A., B.L.,

(Designation) Chairman, Municipal Council

To The Secretary to the Government of Madras,

Local Self Government Department.
Madras.

Through the Sanitary Engineer, Chepauk, Madras.

Sir,

Your Memo No. 21017-1 D2 P.H., of 25-6-29

The M. & S. M. Railway Company has not yet finally agreed to the conditions laid down in Sanitary Engineer's - - letter No. 2337-M of 24-11-28.

The following correspondence has passed between us, copies of which are sent herewith:-

(1) Letter of the Agent No. W.1719 of 24-1-29

(2) My letter to the Agent of 12-2-29

(3) Draft agreement sent by the Agent

(4) My letter dated 22-4-29 in reply to No.(3)

(5) Agent's letter of 24-5-29

(6) My reply to No. (5) of 29-5-29

W/33/29
1508-S.
13-7-29.
Forwarded in original & the D.W.I.E.(C) in continuation of This office No. 1453-S dt. 9-7-29 for information & return along with the reply thereto.
12/7
S.E
12/7/29

(7) Agent's reply to No.(6) dated 29-6-29

(8) My reply to No.(7) of 5/7/29

Thus no final agreement has been reached and enormous delay has occurred. As soon as the final stage is reached and - - agreement is accepted by both of us, copy of it will be duly sent to you.

6/7.

Narayana Rao

~~Vice~~-Chairman, M.C.

4/7/29

7729

Copy of letter No. W/1719 dated 24-1-29 from the Agent, M & S. M. Railway, Madras to the Chairman, Municipal Council, Bellary:-

WATER SUPPLY TO THE RAILWAY AT BELLARY.

With reference to your No. Ref. 2441 of the 11th December 1928, I have the honour to inform you that this Administration is prepared to forego the free allowance of approximately 4300 - - gallons per day, and pay for all the water taken from the - - Municipality.

It is proposed to have only one connection pipe to the Municipal main with a stop valve close to the branch connection and a meter on the branch pipe leading to the Railway supply. ~~The stop valve~~

The stop valve will be in charge of the Municipal Authorities and the meter will be installed in a watertight and rain proof meter house.

There is no objection to the meter house being sealed with both the seals of the Railway and the Municipality and to its being in the custody of the Municipality and accessible to their authorised servants.

The delivery from the branch connection will be into a Railway tank, and the distribution for domestic and Loco purposes will be made from this tank according to the requirements of the Company.

With regard to the right of the Municipality to cut off the supply in case of shortage, one week's notice may be given to allow of our bringing the emergency arrangements into force.

All the pipes for the branch connection, the meter, tanks, stop valve and the connecting pipe for domestic and Loco requirements will be provided by the Railway, the Municipality having no control of such pipe on Railway land.

I shall be glad if you will kindly let me know the rate at which water will be supplied to the Railway, and on - - hearing from you arrangements will be made to put the draft agreement in hand.

****

(2)

Copy of letter Ref. G.C.R. 2441/12-2-29 from the Chairman, Municipal Council, Bellary to the Agent, M & S.M. Railway, Madras copy to the Sanitary Engineer:-

water supply to Railway Premises.

Ref:- Your No. W/1719 of 24-1-29.

I forward herewith a copy of the resolution passed by the Municipal Council at its meeting held on 7th instant. I request you to send up the agreement as promised in your above reference for my signature. The conditions laid down in the Sanitary Engineer's letter No. 2337 M, of 24th November copy of which is forwarded to you should be adhered to; so also the conditions mentioned in your above reference.

****

(4)

Copy of letter Ref. G.C.R. 2441/22-4-29 from the Chairman, Municipal Council, Bellary to the Agent, M & S.M. Railway, Madras:- your letter No. W 1719 of 18/4/29 -

The draft agreement sent by you has been perused and paras other than Nos. 1, 3 & 4 are alright and I accept them So far as paras Nos. 1, 3 & 4, are concerned, No. 1 is against the specific instructions given by the Sanitary Engineer in his letter No. 2337 M., of 24-11-28, wherein he has objected to the laying of 6" pipe, instead of 4" pipe. I request you to - - kindly alter 6" into 4" in para No.1. Regarding paras 3 & 4 the resolution of the Council No. 7 of 7-2-29 copy of which has already been communicated to you requires that the minimum quantity to be taken by you to be not less than 20,000 gallons

gallons. The minimum has been fixed by the Council at 20,000 gallons while the same quantity has been fixed by you as the maximum. This requires alteration as per terms of the resolution.

If the Council finds that you have to pay for water not drawn though a minimum has been fixed, I am sure the -- Council will not be so unjust as to charge you for water not drawn.

As for para 4 it requires modification accordingly. I request you to get the draft amended accordingly and send it to me urgently. Your Railway people are suffering much from want of water. I request you oncemore to attend to this urgently.

****

(5)

Copy of letter No. W.1719 dated 24-5-29 from the Agent, M & S.M. Railway, Madras to the Chairman, Municipal Council, Bellary:-

Water Supply at Bellary Station

With reference to your letter No. 2441/28, of 22nd April 1929, I have the honour to state that, with regard to para 1 of the draft agreement, I propose to substitute the words "not exceeding 4" for "6inches". The present intention is to make the connection with a pipe of smaller diameter than 4 inches and the words now proposed will enable the diameter to be enlarged later, if required, without fresh agreement, subject to a maximum diameter of 4 inches.

Para 3 of the agreement. I propose to re-word this as follows:-

> "The Council shall supply water to the Company up to a minimum quantity of 20,000 gallons a day and the Company shall pay for such water taken at the rate of Rs 1-8-0 per 1000 gallons".

Para 4. The figure 15,000 is being altered to 20,000. I would, however, enquire whether the Municipality wish to -- specify any maximum supply in any one day.

I return the draft agreement with these alterations

alterations made in pencil, and shall be glad to know if it now meets with your approval.

****

(6)

Copy of letter Ref. G.C.2441/29-5-29 from the Chairman Municipal Council, Bellary to the Agent, M & S. M. Railway, Madras:-

Water Supply at Bellary Station.

Your No. W.1719 of 24-5-29.

Para 3 of the agreement as reworded is correct from the Railway Company's point of view; but it does not conform to the Resolution No. 7(2) of 7-2-29 copy of which has already been furnished to you. The said para sent down to me lays an obligation on the Council to supply water up to a minimum of 20000 to you but the corresponding obligation on your part to take the minimum quantity of 20,000 gallons per day, as required by my Council's resolution is omitted. So para 3 of your agreement has to be modified thus.

(1) The Railway Company shall take water from the Municipal Council not less than 20,000 gallons per day and the Council shall supply such minimum quantity of water to the - - Railway Company.

(2) The Railway Company shall pay forsuch water taken at the rate of Rs 1-8-0 per 1,000 gallons.

Regarding maximum supply you have raised the question now for the first time and if you indicate your views in the - - matter I shall be glad to place the matter before the Council, obtain its resolution thereon and communicate the same to you.

This matter has been pending settlement for a long time and the agreement with para 3 as modified by me, may be accepted. The other portions of your agreement with the necessary alterations is accepted.

I shall be glad to hear from you soon.

Copy of the Council's resolution is sent herewith. The agreement is returned herewith.

****

(7)

Copy of the letter No. W.1719 dated 29-6-29 from the Agent, M & S. M. Railway Company, Madras to the Chairman, Municipal Council, Bellary:-

Water Supply at Bellary Station.

With reference to your letter No. 2441/28, dated 29th May 1929, I have the honour to inform you that it is considered advisable to fix a maximum supply of 24,000 gallons per diem.

I, therefore, suggest that Clauses 3 and 4 of the Agreement be altered as under:-

3. The Council shall supply water to the Company up to a quantity not exceeding a maximum of 24000 gallons per diem and the Company shall pay for such water taken at the rate of Rs 1-8-0 per thousand gallons.

4. The Company shall, at all times, be entitled to 20000 gallons of water per diem but shall not be entitled to a greater quantity than 24,000 gallons in any one day.

shall be glad if you will kindly let me know whether you agree to the alteration of clauses 3 and 4, as - - proposed above.

****

Narayanaraw

Vice-Chairman.

12/7/29

L. N. P. B. 2000-1-29.

Phone No. 23.

Municipal Office, Bellary.

DATED....5th July.....192 9.

No.....

Enc.

FROM,

M. R. Ry.

N. Narayana Rao Sahib, B. A., B. L.,

Chairman, Municipal Council,

BELLARY.

To

THE Agent,

M & S. M. Railway,

Madras.

Subject:- water Supply at Bellary Station.

Sir,

Your Ref. No. W.1719 of 29-6-29.

The alteration you have proposed is alright so far as it goes but has not met the objection raised by me. The resolution of my Council No. 7(2) of 7-2-29 copy of which has already been sent to you, should be adhered to and until that resolution is given effect to, the draft agreement cannot be accepted. Your alteration declares your claim to have a minimum supply of 20,000 gallons per day but does not impose the obligation upon you to take said quantity of water and pay for it. The alteration I have proposed in my previous letter No.G.C.R. 2441 of 29-5-29 should find a place in the draft.

Further the following points also have to be inserted in the agreement:-

1) Fixing a scour valve at the other end as required in para of the Sanitary Engineer's letter to you No.2337 M., of 24-11-28.

2) Compliance with paras.(4) & (5) of para of the above letter of the Sanitary Engineer.

3) The right of the Council to cut off supply for failure on the Company's part to fulfil the conditions of the agreement

agreement vide cl.(2) of para of the above letter of t[redacted] Sanitary Engineer.

Nearly 5 months have been spent in correspondence over this draft. This is a matter which could be settled easily by personal interviews and so much time need not have been spent. The Sanitary Engineer is at Madras and if you can depute any of your Deputies to walk into the Sanitary Engineer's office and have this matter settled with him it would give immense relief or if you desire that I should go over to Madras which will be at your cost I shall gladly do so.

I request you to kindly have the matter settled soon as the Government wants/reply about this. Copy of the Government's letter is sent herewith for your information.

Narayanaka
Chairman, M. C.

6/7.

Enclosure.

Copy of the Government Memorandum No. 21017-1 ~2 P.H., dated 25-6-1929:-

Subject:-- Water supply - Bellary Railway Station from the Bellary Water Supply System.

The Chairman, Municipal Council, Bellary is requested to report at an early date whether the Madras and Southern - - Mahrattah Railway Company has agreed to the conditions proposed by the Sanitary Engineer in his letter No.2337-M dated the 24th November 1928 and if so to forward through the Sanitary Engineer a draft of an agreement embodying the conditions subject to which water will be supplied to the Company.

Copy to Sanitary Engineer, Madras.

Copy of the agreement:-

THIS INDENTURE made the day of 192 BETWEEN THE MUNICIPAL COUNCIL, BELLARY (hereinafter referred to as "the Council") of the one part and THE MADRAS & SOUTHERN MAHARATTA RAILWAY COMPANY LIMITED Incorporated in England and having their Principal Office in India at Park Town, Madras (hereinafter referred to as "The Company") of the other part.

WHEREAS THE COUNCIL, has agreed to furnish a supply of water from their ~~sh~~ sources of supply at Bellary for the use of the - - Company both for Locomotive and Domestic purposes upon the terms and subject to the conditions hereinafter expressed NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed between the - - parties hereto as follows:-

1. The Company at their own cost shall lay a line of cast from pipes not exceeding 4 inches in diameter from the Municipal Main to the high level tank at the Bellary Railway Station with a stop valve close to the branch connection. The Company shall also at their own cost provide a meter (the type of which to be approved of by the Council) at the branch pipe leading to the Company's supply.

2. The Company shall also at their own cost install a meter in a water tight and rain proof meter house. The meter shall be sealed with both the seals of the Company and the Council. The both the meter and the stop valves shall be in charge of the Council and the Council and their representatives and servants shall have liberty from time to time to enter upon the land of the Company for the purpose of inspecting the said works meter stop valve but shall not otherwise trespass on Company's land.

3. The Council shall supply water to the Company up to a minimum quantity of 20,000 gallons a day and the Company shall pay for such water taken at the rate of Rs 1-8-0 per 1000 gallons.

4. The Company shall at all times be entitled to 20,000 gallons of water per diem (but shall not be entitled to a greater quantity than 20,000 gallons in any one day).

5. The delivery from the branch connection shall be into the Company's tank and the distribution for Loco & domestic purposes shall be

be made from the said tank according to the requirements of the Company and the Council shall have no control over the connecting pipe for Loco and domestic requirements.

6. Should the Council at any time fail to supply the minimum quantity of water to the Company as stated in clauses 3 and 4 above the Council shall be liable to pay to the Company at annas four for every 1,000 - - gallons of shortage of supply provided that if by reason of drought - - accident or other unforeseen circumstances except negligence on the part of Municipal employees the Council shall at any time be unable to supply the Company with the quantity of water which the Company may for the - - time being require under this agreement then so long as such inability shall continue the obligation under this clause of the Council shall cease

7. The quantity of water supplied into the Company's premises shall be measured periodically through the meter and all readings of such - - meters shall be taken jointly by the Representatives of the Council and the Company. In case of dispute regarding the accuracy of the meter it shall be tested at the expense of the dissenting party by the Sanitary Engineer to the Government of Madras whose decision shall be final.

8. The register of such meter or other mechanical measurer shall be prima facie evidence of the quantity of water supplied by the Council through such meter.

9. The moneys due by the Company to the Council on account of water supplied as aforesaid shall be paid by the Company within two months from the date of demand.

10. In the event of shortage of water the ~~Company~~ Council shall have the right to cut off the supply of water to the Company provided one full week's notice in writing is given by them to the Company's Agent at - - Madras to enable the Company to bring their emergency arrangements into force.

11. The ~~sha~~ agreement shall continue in force and be binding on both parties for a period of three years subject to clause 12 hereof and shall be renewable with the consent of both parties for a further period up to 31-12-1937 as that is the date of termination of contract of the Company with the Secretary of State at the same rate as is herein re-served and subject in all respects to the same stipulations as are - -

are herein granted except this clause for renewal.

12. If the Company's share of the total supply fall below 60% of their minimum requirements as defined in Clause 4 for more than 7 days in any one month or if the supply becomes unfit for boiler purposes the Company may at their option at any time terminate this agreement at 12 months' notice and the Company may remove the pipe line meter etc. laid by them.

13. All questions or differences which may at any time arise between the parties hereto or those claiming under them touching these presents or the subject matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be decided by arbitration in accordance with the provisions of the Indian Arbitration Act.

IN WITNESS WHEREOF the parties above named have hereunto set their hand and seals the day month and year first above written.

Signed by the .....
.....in the present of.

.....

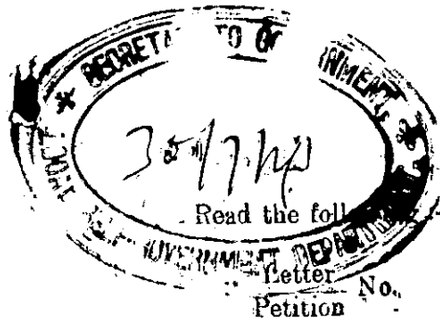
.....

Signed by the .....
.....in the presence of

.....

.....

G. Himmatsinhji
Chairman, A. C.
31/5/29



24

D2

C.E. 28.

Public Works Department.

22871

Letter / Petition No. 2441/28, dated 8th July 1929.

From

The Chairman, Municipal Council,
Bellary.

To

The Secretary to Government,
Local Self Government Department.

Through the Sanitary Engineer to Govt., Chepauk.

Subject.

Water supply to Bellary Railway Station.

Endorsement / Order No. 427 G

Office of Sanitary Engineer to Govt.,
Station Triplicane, Madras,
Dated 29/7 July 1929.

Forwarded to the Secretary to Government, Local Self Government Department.

The M. & S.M.Railway Company may be advised to come to an early decision with regard to the agreement. In the draft agreement enclosed the following modifications may be made.

(a) The word 'Stop Valve' wherever occurring may be altered to 'Sluice Valve'.

(b.) Between clauses 2 and 3, the following clause should be added:

"All materials, such as pipes, fittings, cocks, jointing material, specials, etc. in the Railway water supply system from the Municipal main to the Railway Tank shall be of a nature and quality approved by the Municipality. Its employees shall have free access at all times for inspection. No water tap, hydrant, or scour valve opening in this length of connection shall be at a lower level than 2' above the adjoining average road or ground level. All connections to boilers

BAM 29/7

boilers, latrines etc. in this reach shall comply with any Municipal by-laws which may exist or be brought into existence.

(c) Clause 3 may be modified as under:

The Railway Company shall take from the Municipal Council not less than 20,000 gallons and not more than 24,000 gallons per day and the Council shall ordinarily supply such minimum quantity of water to the Railway Company, any supply over this minimum to the maximum of 24,000 gallons being at the convenience of the Council. The Company shall pay for such water ~~taking~~ taken at the rate of Rs 1-8-0 per 1000 gallons.

(d) Clause 4 is unnecessary and may be deleted.

(e) "beyond the Railway tank" should be added at the end of Clause 5.

(f) Instead of "periodically" the word "monthly" may be substituted in Clause 7.

(g) The following addition may be ~~added~~ made to clause 8.

"If the meter is for any period out of order, the calculation for the quantity of water consumed for the period shall be made on the average of the three previous months."

(h) Clause 10 should run as under:

"In the event of shortage of water from any cause for Municipal purposes, or in case of failure of the Railway to comply with any conditions of the Agreement, the Council shall have etc."

PSM/27-7-29.

for Sanitary Engineer to Govt. 27/7/29

Encls:- Chairman's letter D/277
and enclosures.

BELLARY MUNICIPAL WATER WORKS
No.
Date.

SECRETARY TO GOVT.
LOCAL SELF-GOVERNMENT DEPT.

C.F. 30—10,000—31-1-27.

DEPARTMENT.

Received ..... 192 . *Registered* ..... 192 .

28360

Subject.

Water supply at Bellary Railway Station.

ENCLOSURES.
No. No 1719/29.6.29 of Agnr & Resolution no 13/10.7.29 M.R.Ry.
Spare copies .....

No. 3280
29.7.29

Station Bellary., *Dated the* 25th July 192 9

M. R. Ry,

From (Name) N. Narayana Rao Garu, B.A., B.L.,

(Designation) Chairman, Municipal Council.

To The Secretary to the Government of Madras,

Local Self Government Department.

Madras.

Sir,

In continuation of this office letter No. G.C.R. 2441/28 dated 8-7-29, I forward herewith a copy of the letter No. 1719/29-6-29 and Water Works Standing Committee resolution No. 13/10-7-29 for your information.

Narayanarao

Vice-Chairman.

27/7.

8/7/29

30/7

Copy of the letter No. W.1719 dated 29-6-29 from the Agent, M & S. M. Railway, Madras to the Chairman, Municipal Council Bellary:-

x Water supply at Bellary Station.

With reference to your letter No. 2441/28, dated 29th May 1929, I have the honour to inform you that it is considered advisable to fix a maximum supply of 24,000 gallons per diem.

I, therefore, suggest that ~~Clause-3-and-4-~~ Clauses 3 and 4 of the Agreement be altered as under:-

3. The Council shall supply water to the Company up to a quantity not exceeding a maximum of 24000 gallons per diem and the Company shall pay for such water taken at the rate of Rs 1-8-0 per thousand gallons.

4. The Company shall, at all times, be entitled to 20000 gallons of water per diem but shall not be entitled to a greater quantity than 24000 gallons in any one day.

I shall be glad if you will kindly let me know whether you agree to the alteration of clauses 3 and 4 as proposed above.

11

Copy of the resolution No. 13 dated 10-7-29 of the Water Works Standing Committee:-

Read M & S. M. Railway's Agent's letter asking for fixing the supply at maximum of 24,000 gallons per day.

Resolution:-

The maximum supply of 24,000 gallons be accepted.

27/7.

Narayana Rao
~~Vice~~-Chairman.
28.7.29

16-17
14-8

28

L.S.G (PH) Deptt

C.M. - from the C.M.C. Bellary Nr 2441/28 d 8.7.29
C.M. 28360 - .. do .. Nr 328/W. d 25-7-29
C.M. 28360 .. Sanit Engr. Nr 427-9 d 29.7.29

Subject-
Water Supply - Bellary Railway Station.

Memo Nr 21017-2 D PH d 13.8.29
The remarks of the Sanit Engineer in his letter Nr 427-9 d 29-7-29 on the above subject are Communicated to the C.M.C. Bellary. He is requested to have the modifications suggested by him incorporated in the draft agreement and to forward it to the Govt through the Sanitary Engr as directed in memo Nr. 21017-1 D P.H. d 25.6.29, after acceptance by the Rly Co...

Dpd by Pen Rose
Dpr
Date 14/8/ 1929

To
The C.M.C. Bellary
(with enclosure)
The S.E. (Plans)

12.8.29

Letter Nr.

P.T.O

29

Letter No 21017-3 B Pt. d. 13.8.29

To

The Agent, M.V.S.M. R.y Co Ltd.

Subject

Water Supply - Bellary Railway Station.

Dy. d. 14/8

Dy. No. 14/8

Dft'd

Dft' BA

Date 14/8/ 1929.

Sir,

The C.M.C. Bellary reports that no final decision has been arrived at regarding the conditions on which water to the Railway Station at Bellary should be supplied and ~~that~~ I am directed to ~~advise~~ request That ~~you to arrive at~~ an early decision may be arrived at in the matter in order That unnecessary delay ~~the Govt may be put to a record~~ necessary correspondence may be avoided in considering the proposal. Herewith A copy of the Asst. Engr's letter suggesting certain modifications in the draft agreement is enclosed for your consideration and adoption of the modifications suggested.

BA 10/8

Dft'd 12/8/29

Yours etc

Dft' BA 14/8/29

For the C.M.C. Bellary

S.E.

Copy of letter from the Sanitary Engineer to Government No. 427-G. dated the 29th July 1929.

Forwarded to the Secretary to Government, Local Self Government Department.

2. The M. & S.M. Railway Company may be advised to come to an early decision with regard to the agreement. In the draft agreement enclosed the following modifications may be made.

(a). The word 'Stop Valve' wherever occurring may be altered to 'Sluice Valve'

(b) Between clauses 2 and 3, the following clause should be added:

"All materials, such as pipes, fittings, cocks, jointing material, specials, etc. in the Railway water supply system from the Municipal main to the Railway Tank shall be of a nature and quality approved by the Municipality. Its employees shall have free access at all times for inspection. No water tap, hydrant, or scour valve opening in this length of connection shall be at a lower level than 2' above the adjoining average road or ground level. All connections to boilers, latrines, etc. in this reach shall comply with any Municipal by-laws which may exist or be brought into existence.

(c) Clause 3 may be modified as under:

The Railway Company shall take from the Municipal Council not less than 20,000 gallons and not more than 24,000 gallons per day and the Council shall ordinarily supply such

such minimum quantity of water to the Railway Company, any supply over this minimum to the maximum of 24,000 gallons being at the convenience of the Council. The Company shall pay for such water taken at the rate of Rs. 1-8-0 per 1000 gallons.

(d) Clause 4 is unnecessary and may be deleted.

(e) "beyond the Railway tank" should be added at the end of Clause 5.

(f) Instead of "periodically" the word "monthly" may be substituted in Clauce 7.

(g) The following addition may be made to Clause 8.

"If the meter is for any period out of order, the calculation for the quantity of water consumed for the period shall be made on the average of the three previous months."

(h) Clause 10 should run as under:

"In the event of shortage of water from any cause for Municipal purposes, or in case of failure of the Railway to comply with any conditions of the Agreement, the Council shall have etc. "

C.F. 32.

Public Works DEPARTMENT. 37

In reply, please quote number, date and short title.

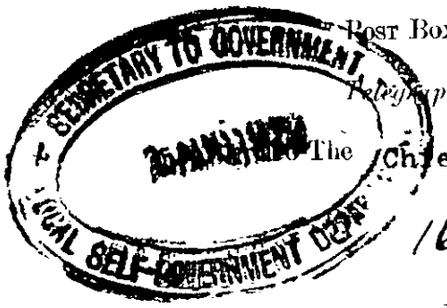
Received ..... *Registered* .....

From (Name) J.R. Thurai Singham Esq., A.K.C.,

(Designation) Sanitary Engineer to Government,

Post Box ....., (Station) Triplicane, Madras.

Telegraphic Address Santenger.



To The Chief Engineer,
M. & S. M. Ry. Company Ltd.,
Park Town, Madras.

1671-M.

No. ~~1677~~, *dated* 14 August 1929.

Sir,

Enclosures .....

.....

.....

Spare Copies .....

Water Supply at Bellary Station.

Re. your No.H/1745/M dated 5-8-29, I approve of the draft agreement subject to the following remarks:-

Clause 1. The words "not exceeding" in the 2nd line should be omitted.

Clause 2. The words "just above M.W.L." may be inserted after tank in the second line.

Clause 4. The last sentence beginning with "No water tap etc." is unnecessary as according to Clause 2, there will be no direct connection in this length of main. This sentence may be omitted.

Clause 8. "Of three previous months" at the end should read as "of the three previous months".

Clause 10. The words 'temporary' in the 1st line and 'existing' in the 2nd are to be omitted and the phrase "by reason of drought, accident, or other unforeseen circumstances" being limited in sense to the phrase from "any cause" in the 1st line should not find a place in this clause.

Clause 11. There are some verbal alterations in this clause. The clause in the first agreement sent with your No.H/1745 M dated 24-7-29 was more clear and may be retained without any alteration.

The remarks noted above have been incorporated in the draft agreement returned herewith corrected.

I am forwarding a copy of this letter with the

duplicate copy of the agreement received from you to the Chairman, Municipal Council, Bellary for his information.

J.R. Thurai Singham,
10-8-29.

Sanitary Engineer to Govt.

'SR/12-8-29'. -4864
14.8.29.

Copy submitted to the Secretary to Government, Local Self Government Department. in continuation of this office No.427 G. dated 29-7-29.

Thurai Singham
12.8.29.

Enc. 1. Draft Agreement.

Sanitary Engineer to Govt.

12/8.

THIS INDENTURE made the day of 192

BETWEEN THE MUNICIPAL COUNCIL, BELLARY (hereinafter referred to as "the Council") of the one part and THE MADRAS & SOUTHERN MAHARATTA RAILWAY COMPANY, Incorporated in England, and having their Principal Office in India, at Park Town, Madras (hereinafter referred to as "The Company") of the other part.

WHEREAS THE COUNCIL has agreed to furnish a supply of water from their sources of supply at Bellary for the use of the Company both for Locomotive and Domestic purposes upon the terms and subject to the conditions hereinafter expressed NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed between the parties hereto as follows:--

1. The Company at their own cost shall lay a line of cast iron pipes ~~not exceeding~~ 3" in diameter from the Municipal Main to a high level tank with a sluice valve close to the branch connection. The Company shall also, at their own cost, provide a meter (the type of which to be approved of by the Council) at the branch pipe leading to the Company's high level tank.

2. The branch pipe shall discharge into the Company's high level tank (just above M.W.L.) and there shall not be any direct connection betweer the branch pipe and the Company's mains and the Council shall have no control over the Company's pipe system for Loco: and domestic supply beyond the Company's high level tank.

3. The Company shall also at their own cost install a meter in a water-tight and rainproof meter house. The meter shall sealed with both the seals of the Compan, and the Council. T both the meter and the sluice valve shall be in charge of the Council and the Council and their representatives and servants shall have liberty, from time to time, to enter upon the land of the Company for the purposes of inspecting the said works meter sluice valve but shall not otherwise trespass on the Company's land.

4. All materials such as pipes, fittings, cocks, jointing material, specials etc. in the branch pipe between the Municip

P.T.O.

Municipal Main and the Company's high level tank shall be of a nature and quality approved by the Municipality whose employees will have access, at all times, for inspection. ~~No water tap, hydrant, or scour valve opening in this length of connection shall be at a lower level than 2 ft. above the adjoining average road or ground level.~~

5. The Company shall take from the Municipal Council not less than 20,000 gallons and not more than 24,000 gallons per diem, and the Council shall supply such minimum quantity of water to the Company, any supply over this minimum quantity up to the maximum of 24,000 gallons being at the convenience of the Council. The Company shall pay for such water taken at the rate of Rs.1-8-0 per 1000 gallons.

6. Should the Council, at any time, fail to supply the minimum quantity of water to the Company stated in clause 5 above, the Council shall be liable to pay to the Company at annas four for every 1,000 gallons of shortage of supply and the Company shall pay Rs. 1-8-0 for every 1,000 gallons supplied, provided that if by reason of drought, accident, or other unforeseen circumstances except negligence on the part of the Municipal employee, the Council shall, at any time, be unable to supply the Company with the quantity of water which the Company may, for the time being, require under this Agreement, then so long as such inability shall continue, the obligation of the Council under this clause shall cease.

The quantity of water supplied into the Company's high level ank shall be measured monthly through the meter and all readings f such meter shall be taken jointly by the Representatives of the ouncil and the Company. In case of dispute regarding the accuracy the meter, it shall be tested at the entire expense of the dissent senting party by the Sanitary Engineer to the Govt. of Madras, se decision shall be final.

The register of such meter or other mechanical measurer ll be prima facie evidence of the quantity of water supplied he Council through such meter. If the meter is out of order for

P.T.O.

for any period, the calculation for the quantity of water consumed for the period shall be made on the average of the three previous months.

9. The moneys due by the Company to the Council on account of water supplied as aforesaid shall be paid by the Company within two months from date of demand.

10. In the event of ~~temporary~~ shortage of water from any cause for ~~existing~~ Municipal purpose ~~purpose by reason of drought, accident or other unforeseen circumstances~~, or in the case of failure of the Company to comply with any condition of the Agreement, the Council shall have the right to reduce or cut off the supply of water to the Company provided one full week's notice in writing is - given by them to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.

11. This agreement shall continue in force and be binding on both parties for a period of 3 years but subject to Clause 12 (hereof and shall be renewable with the consent of both parties) for a further period up to 31-12-1937 as that is the date of termination of Contract of the Company with the Secretary of State at the same rate as is herein reserved and subject, in all respects, to the same stipulations as are herein granted except this clause for renewal.

12. If the Company's share of the total supply fall below 60% of their minimum requirements as defined in Clause 5 for more than 7 days in any one month or if the supply becomes unfit for boiler purposes the Company may, at their option, at any time, terminate this agreement at 12 month's notice and the Company may remove the pipe line, meter etc. laid by them.

13. All questions or differences which may, at any time, arise between the parties hereto or those claiming under then touching these presents or the subject matter thereof, or arising out of or in relation thereto respectively whether as to construction or otherwise shall be decided by arbitration in accordance with the provisions of the Indian Arbitration Act.

IN WITNESS whereof the parties abovenamed have hereunto set their hand and seals the day month and year first above

written.

SIGNED BY . . . . . .

in the presence of

SIGNED BY . . . . . .

in the presence of

C. F. 98– 2,39,963 · 10-10-28.

Local Self Govt Department.

Public Health Branch.

C.F. 98

REMINDER. **REPLY.**

To The Chairman, Municipal Council - Bellary.

To The Secretary to Govt. L.S.G. department.

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ with information as to—

No. 2107-2 Dpt. dated 13-8-29

~~(1) the stage at which the matter now is,~~

(2) the date by which a reply may be expected, and

~~(3) the circumstances which have caused the delay.~~

2. ~~It is requested that the reply~~ to this ~~reminder may be sent not later than~~

20/9/29 The draft agreement has approved by the Water Works standing committee has been sent to the Agent. M. S. M. Ry for his approval. Soon after his reply is received, the same will be forwarded to the Government.

Office Secy to L.S.G. Dept

Station ~~Fort St. George~~

Dated 13-9-29

Signature. Deputy Secy to Govt

Designation.

Narayanaswami Chairman

23/9/29

SUBJECT.

Water supply - Bellary Railway station.

DPH 25/9

GSR 20/9/29.

Missent & retransmitted
to the Secretary to the Govt
of Madras. L S & Dept.

30/8/19

Advocate General's Office
for Govt
Madras

C.F. 30.

DEPARTMENT.

Received ..... 192 . *Registered* 37155 192 .

SECRETARY TO GOVERNMENT 1-OCT.1929 SELF-GOVERNMENT DEPARTMENT.

Subject.

WATER SUPPLY - BELLARY RAILWAY STATION.

ENCLOSURES.
No 3
2 copies of letter
1 Draft agreement
Spare copies
Copy

THE BELLARY MUNICIPAL WATER WORKS. No.

No. 4090/25.9.29

Station Bellary. *Dated the* 24th September 1929.

M. R. Ry,

From (Name) N. Narayana Rao Garu, B.A., B.L.,

(Designation) Chairman, Municipal Council.

ACCOUNTANT GENERAL'S OFFICE 28SE.29 MADRAS

To The Secretary to the Government of Madras,

Local Self Government Department.

Madras.

Sir,

I have the honour to forward herewith a copy of the resolution No. 17/14-9-29 of the Water Works Standing Committee, duly approving of the draft agreement sent by the Agent M. S. M. Railway along with his letter W.1719 dated 12-9-29. A copy of the said letter is also herewith attached.

I have the honour to be,
Sir,
Your most obedient servant,

Narayana Rao
Chairman, M.C.

(P.t.O)

24 9 29

1/10

Enclosures.

Copy of the resolution No. 17 dated 14-9-29 of the Water Works Standing Committee:-

Read ~~petition~~ letter from Agent, M. S. M. Railway and the ~~supply~~ water supply Bellary Railway Station draft agreement for approval.

Resolution:-

Agreement is approved.

11

Copy of the letter No. W.1719 dated 12-9-29 from the Agent, M. S. M. Railway Company Ltd., Madras to the Chairman, Municipal Council, Bellary:-

Water supply - Bellary Railway Station.

With reference to your No. 371-W of the 31st August 1929, I have the honour to forward herewith a revised draft - - agreement, duly approved, by the Sanitary Engineer to the Government of Madras, and to request that you will kindly return the same, duly approved by the Municipal Council, Bellary, at an early date.

True Copy

Manyam Rao

Chairman

24 9 29

SECRETARY TO GOVERNMENT, 19 DEC. 1929 LEGISLATIVE DEPARTMENT.

THIS INDENTURE made the day of 192 between the Municipal Council, Bellary, (hereinafter referred to as "the Council") of the one part and the Madras & Southern Mahratta Railway Company Limited, (Incorporated in England), and having - their Principal Office in India at Park Town, Madras, (Hereinafter referred to as "The Company") of the other part.-

WHEREAS THE COUNCIL has agreed to furnish a supply of water from their sources of supply at Bellary for the use of the Company both for Locomotive and Domestic purposes upon the terms and subject to the conditions hereinafter expressed NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed between the parties hereto as follows :-

1. The Company at their own cost shall lay a line of cast iron pipes 3" in diameter from the Municipal Main to a high level tank with a sluice valve close to the Branch connection. [The Company shall also, at their own cost, provide a meter (the type of which to be approved of by the Council) at the branch pipe leading to the Company's high level tank.]

2. The branch pipe shall discharge into the Company's high level tank just above M.W.L. [and] there shall [not] be [any] direct - - connection between the branch pipe and the Company's mains and the Council shall have no control over the Company's pipe system for Loco and domestic supply beyond the Company's high level tank.

3. The Company shall also at their own cost install a meter of such type as may be approved of by the Council, close to the branch conn. 25 in a water-tight and rain proof meter house. The meter shall be sealed with both the seals of the Company and of the Council.

B. Both the meter and the sluice valve shall be in charge of the Council [and] the Council and [their] representatives and servants shall have liberty, [from time to time] at all times, to enter upon the land of the - 30 Company for the purpose of inspecting the said works, meter and sluice valve but shall not otherwise trespass on the Company's land.

(P.t.O)

4. All materials such as pipes, fittings, cocks, jointing materials, specials etc. in the branch pipe between the Municipal Main and the Company's high level tank shall be of such nature and quality as may be approved by the Council whose employees shall have access, at all times, for inspection.

5. The Company shall be entitled to take from the Municipal Council not less than 20,000 gallons and not more than 24,000 gallons per diem, and the Council shall supply such minimum quantity of water to the Company, any supply over this minimum quantity up to the maximum of 24,000 gallons being at the convenience of the Council. The Company shall pay for such water taken at the rate of Rs 1-8-0 per 1,000 gallons.

6. Should the Council, at any time, fail to supply the minimum quantity of water stated in clause 5 above, the Council shall be liable to pay to the Company at annas four for every 1,000 gallons short of the said minimum and the Company shall pay Rs 1-8-0 for every 1,000 gallons supplied, provided that if by reason of drought, accident, or other unforeseen circumstances except negligence on the part of the Municipal employees of the Council, the Council shall, at any time, be unable to supply the Company with the quantity of water which the Company may, for the time being, require under this Agreement, then so long as such inability shall continue, the obligation of the Council under this clause shall cease.

7. The quantity of water supplied into the Company's high level tank shall be measured monthly by the meter and all readings of which such meter shall be taken jointly by the representatives of the Council and the Company. In case of dispute regarding the accuracy of the meter, it shall be tested at the entire expense of the dissenting party by the Sanitary Engineer to the Government of Madras, whose decision shall be final.

8. The register of such meter or other mechanical measurer shall be prima facie evidence of the quantity of water supplied by the Council through such meter. If the meter is out of order any period, the calculation for the quantity of water con

the period shall be made on the average of the three previous months.

9. The moneys due by the Company to the Council on account of water supplied as aforesaid shall be paid by the Company within two months from date of demand.

10. In the event of shortage of water for Municipal purposes by reason of drought, accident or other unforseen circumstances or in the case of failure of the Company to comply with any condition of the Agreement, the Council shall have the right to reduce or cut off the supply of water to the Company provided one full week's notice in writing is given by [the Council] to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.

11. This agreement shall continue in force and be binding on both parties for a period of 5 years subject to clause 12 hereof, and shall be renewable with the consent of both parties for a further period up to 31-12-1937, [as that is] the date of termination of contract of the Company with the Secretary of State at the same rate as is herein reserved and subject, in all respects, to the same stipulations as are herein granted except this clause for renewal.

12. If the Company's share of the total supply falls below 60% of [their] minimum requirements [as defined] in clause 5 for more than 7 days in any one month or if the supply becomes unfit for boiler purposes the Company may, at their option, at any time, terminate this agreement at 12 months' notice and the Company may remove the pipe line, meter etc. laid by them.

13. All questions or differences which may, at any time, arise between the parties hereto or those claiming under them touching these presents or the subject matter thereof, or arising out of or in ---- relation thereto respectively whether as to construction or otherwise shall be decided by arbitration in accordance with the provisions of the Indian Arbitration Act, 1899.

P.T.O.

post. As the
upon was
its resolution
amended

IN WITNESS whereof the parties above name
their hand seals the day month and year f

Signed by.....

In the presence of.

Signed by.....

In the presence of.

(True Copy)

18/9.

Chairman, M.C.

4/9.10. 46 9 59 (8th Dept.

CM 37153 from the C. M. C. Bellary M 409-W. d 25-9-29

Subject

Water Supply - Bellary Railway Station.

Memo M 21017-4 D2 PH d 8-10-29

Referred to the San. Engr for his remarks with ref. to memo M 21017-2 D2 PH. dt 25-6-29 13.6.29

to the San. Engr (with file & ref. to be returned with reply)

PBM 7/10 KS 7.10.29

Dpd. by Van ~~Post~~ ~~Messenger~~

Dpr's Initials. BM

Date 9/10 1929.

C.F. 32.

In reply, please quote number, date and short title.

47 D2 Public Works DEPARTMENT.

Received ..... *Registered* ..... 3[illegible]

From (Name) J.R. Thurai Singham Esq., A.K.C.,

(Designation) Sanitary Engineer to Government,

Post Box ....., (Station) Triplicane, Madras.

Telegraphic Address Santenger

To The Secretary to Government,
Local Self Government Department,
Fort St. George, M a d r a s.

No. 6201 *dated* 14-10-1929.

Sir,

Enclosures .....

.....

.....

Spare Copies .....

Ref: L.S.G. Memo. No. 21017-4 D2 P.H. dated 8th October 1929.

The draft agreement as finally approved by the Council and the Agent, Madras & Southern Mahratta Railway has already been examined by me. It may be accepted and sanction accorded to the proposal to supply the Railway Company as per terms of this agreement.

11.10.29.

Sanitary Engineer to Govt.

PSN/11-10-29.

14/10

6/29/11 28/11

L.SG(PH) Dept.

C.R. 21017 from the C.M.C. Bellary R. 2441/28 d 29-5-29
C.R. 28371 from the Secy. to Govt. R. 427-G d 29-7-29
C.R. 37165 from the C.M.C. Bellary R. 404/W d 25-9-29
C.R. 39173 from the Secy. to Govt. R. 620-G d 14-10-29

4 Dmy 29/11

28/11

Subject

Water Supply to Bellary Railway Station - Draft agreement between the M.C.C. & the R.Y. Co.

Memo R. 21017-6 Dy PH d 28-11-29

The C.M.C. Bellary requests Govt to sanction the supply of water to the Railway Station at Bellary for domestic and non-domestic purposes and has submitted for approval the draft of an agreement to be entered into with the Railway authorities, laying down the conditions subject to which water will be supplied. The attention of the Govt Solicitor is invited to the provisions under sections 129 to 135 of the Madras D.M. Act 1920 and he is requested to state whether the draft agreement is in order and if not, what amendments

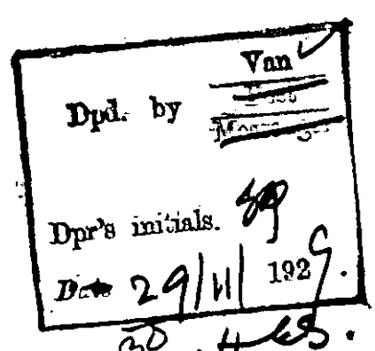
~~Mr. is required~~ and to
~~Corporation~~ he is also required
to ~~scrutinize the draft~~ agreement
~~and to submit a revised~~
is in accordance with these ~~above~~
provisions ~~of the Act~~ and is otherwise in order
~~the agreement requires to be~~
~~amended~~ and if not so to
~~specify the same & scrutinize~~
~~the same and~~ submit a
revised draft agreement to Govt.

27/11/29
27/11/29

76

The Govt Solicitor.

~~Hat to~~ (with copy of agreement ~~J~~. in original to be returned with reply)



30 Mth ES.

C.F. 3

50 ..... DEPARTMENT

In reply, please quote number, date and short title

SECRETARY TO GOVERNMENT, LOCAL SELF-GOVERNMENT DEPARTMENT. 19 DEC. 1929

Received ..... *Registered* .....

From (Name) Arthur Thomas, 56439

(Designation) Government Solicitor,

Post Box ....., (Station) Madras.

Telegraphic Address .....

To The Secretary to Government,

Local Self Government Department,

Madras.

No. 3178, *dated* 18th December 1929.

Sir,

Enclosures .....

.....

.....

Spare Copies ..... H 48-49 ✓

Water supply to Bellary Railway Station - Draft Agreement between the Municipal Council and the Madras & Southern Mahratta Railway Company Ltd.

In reference to your Memorandum No. 21017-6 D-2 P.H., dated the 28th November 1929 I have taken the liberty of re-drafting the proposed agreement for the supply of water to the Madras & Southern Mahratta Railway Company at Bellary and have the honour to enclose such draft herewith together with the original draft referred to in your Memorandum under reply. H 51-59 ✓ H 42-45 ✓

2. With reference to the provisions of Sections 129 to 135 of the Madras District Municipalities Act 1920 I have omitted the reference to the penalty payable by the Council for non-supply as this would be in contravention of Section 135 of the Act as the contemplated supply of water is for both domestic and other purposes.

3. Otherwise the agreement is I think in conformity with the other Sections of the Act referred to.

4. Please be good enough to consider the agreement as re-drafted and let me know if it meets with the approval of the parties.

I have the honour to be,
Sir,
Your obedient servant,

Government Solicitor.

AT.NV.

✓

SECRETARY TO GOVERNMENT
19 DEC. 1929
LOCAL SELF-GOVERNMENT DEPARTMENT

56530

THIS AGREEMENT MADE the day of one thousand nine hundred and B e t we e n THE BELLARY MUNICIPAL COUNCIL, Bellary (hereinafter called the Council") of the one part and the Madras & Southern Mahratta Railway Company Limited incorporated in England and having its principal office in India at Park Town, Madras (hereinafter called "the Company") of the other part

WHEREBY IT IS AGREED as follows:-

1. The Council shall supply and the Company shall take and purchase water in bulk for domestic and locomotive purposes for a term of three years from the day of 19 in the quantities upon the terms and conditions and at the price hereinafter contained.

2. The Company shall construct and lay a main (hereinafter referred to as the new main) from the main of the Council now laid in at the point marked A on the plan annexed to this agreement leading to the Company's High level tank and in a position to discharge water into same just above M.W.L. There shall be no connection between the new main and the Company's distribution main and the Council shall have no

Control

over the Company's pipe system beyond the point where the new main enters the Company's high level tank.

3. The new main shall be constructed with cast iron pipes of 3 inches diameter and shall be laid at such depth as may be requisite and proper and shall also be furnished with a sluice valve close to the point of connection between the new main and the Council's main and all materials such as pipes, fittings cocks, jointing materials special valves etc. in the new main shall be of such construction and quality as shall be required or approved by a duly authorised surveyor or Engineer of the Council who shall have power to test such pipes, fittings, cocks, jointing materials special valves etc. Such surveyor or Engineer and all other Officers and servants of the Council shall at all times have access to the said new main before and after construction thereof for the purpose of testing such materials.

4. The new main when constructed and laid shall during the said term of three years or such other extended term be maintained by the Company in good repair or renewed when necessary. The cost of constructing and laying the new main and of the works incidental thereto and of repairing and renewing the same shall be borne by the Company.

5. The Company shall at its own expense erect and build a meter house at the point B marked on the said plan or as near

thereto as circumstances will admit and shall at the like expense fix, therein a meter for the purpose of measuring the water to be supplied by the Council to the Company so that all water so supplied shall pass through such meter before being discharged into the high level tank of the -- Company.

6. The said meter ~~——~~ house and meter shall be of such make quality description and construction and shall be placed in such positions as the Surveyor or Engineer of the Council shall require or approve and shall always during the said term of three years or such other extended term be kept in good repair working order and condition and renewed when necessary to the satisfaction of the said Surveyor or Engineer and at the expense of the Company- The said meter and sluice valve shall be in the charge and control of the Council and all Officers and servants of the Council shall be at liberty to enter upon the premises of the Company for the purpose of inspecting the same. The said meter and sluice valve shall also at all reasonable times be open to the inspection of the Company its Officers and servants.

7. The works hereinbefore mentioned shall be completed with as little delay as possible and upon the completion thereof the new main shall be connected with the Council's water main at the expense of the Company, such connection to be made in such

manner as shall be directed by and to the satisfaction of the surveyor or Engineer of the Council.

8. The Council shall during the said term of three years or any such extended term deliver into and through the said meter and the Company shall take the quantities of water hereinafter mentioned that is to say not less than 20,000 gallons and not more than 24,000 gallons per day of 24 hours (calculated from 12 noon of one day to 12 noon of the succeeding day) and between the maximum and minimum limits aforesaid the actual daily quantity of water to be supplied by the Council and to be taken by the Company as aforesaid shall be at the option of the Council but if the Company shall not draw a minimum of 20,000 gallons per diem then they shall be deemed to have drawn water to the extent of such minimum as aforesaid and shall pay for the same under the terms hereof accordingly.

9. The Company will pay to the Council for the water taken under the provisions of this agreement at the rate of Rs.1-8-0 per every 1,000 gallons with the minimum aforesaid.

10. PROVIDED ALWAYS that if by reason of drought unavoidable cause or accident or the necessity for relaying or re repairing pipes or other unforseen circumstances or force majeure the Council shall at any time hereafter be

unable to supply the Company with the minimum quantity of water which the Company may for the time being require under this agreement then so long as such inability shall continue the obligation hereunder of the Council shall cease.

11. The meter shall be properly sealed by or on behalf of both parties and shall not be interfered with by either party except in the presence of the other party or their respective representatives duly authorised in that behalf. The readings of the meter shall be taken by the accredited representatives of the Company and the Council at or as near noon as practicable on the last day of each Calendar month.

12. The register of the said meter shall be primafacie evidence of the quantity of water supplied by the Council through such meter. In the event of any difference or dispute arising between the Company and the Council as to the accuracy or state of repair or condition of the said meter the said meter shall be tested at the request of the Company or the Council by the Sanitary Engineer to the Government of Madras who shall also decide by whom the costs of such test are to be paid and his decision as to the accuracy or otherwise of the meter and also the liability of either party to pay the costs of the test shall be final and binding on both parties.

13. The Council shall within days after the (Company)
expiration of each calendar month deliver to the Council

an account stating the quantity of water supplied to the Company by the Council in accordance with the reading of the said meter and the amount payable therefor and other charges(if any) payable by the Company to the Council and the Company shall pay the same within 2 months from the date of delivery of such account.

14. If at any time the said meter shall cease to register correctly or shall at any time be removed for the purpose of repair renewal or for any other reason then until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the Council shall be entitled to charge and the Company shall be liable to pay for a daily quantity of water equal to the average daily quantity of water for which the Company shall have paid or been liable to pay in respect of the previous three months under the terms of this agreement.

15. If the payments herein provided for or any part thereof shall be unpaid for the space of days next after any of the days whereon the same ought to have been paid as aforesaid or ifthe Company shall not in all things perform and observe the covenants and conditions herein contained and on the part of the Company to be observed and performed then and in each such case and in addition to any other right or power statutory or otherwise possessed by the Council it

shall be lawful for the Council at any time thereafter notwithstanding that the Council may not have taken advantage of any previous breach or default or event of a like nature at its choice to reduce or suspend all further supply of water under this agreement.

16. It shall be lawful for the parties hereto by mutual consent (to be signified in writing) after the expiration of the term hereby created to extend the period under this contract upto 31-12-1937 and all the terms and conditions contained herein shall apply to such extended terms except this clause for renewal.

17. If for more than seven days in any one Calendar month the Council shall fail to supply more than 60% of the minimum quantity of water which the Council shall be bound to supply under provisions of clause 8 hereof and in regard to which the Council shall not be exempted under the provisions hereinbefore contained or if such supply of water becomes unfit for boiler purposes the Company may then at their option terminate this agreement on giving to the Council 12 Calendar months notice in writing and on the expiration of the period mentioned in the notice the Company may remove at their own expense the new main meter and all other things or apparatus erected or used in connection with this agreement.

18. Subject to the provisions of clause 12 hereof all questions or differences which may at any time arise between the parties hereto touching these presents or the subject matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by — each party to the difference and in either case in accordance with and subject to the provisions of the Indian Arbitration Act of 1899 or any subsisting statutory amendment or re-enactment thereof.

IN WITNESS WHEREOF and

the Councillors of the Bellary Municipal Council for and on behalf of the Bellary Municipal Council and

the Agent in India of the Madras & Southern Mahratta Railway Company Limited for and on behalf of the Madras & Southern Mahratta Railway Company Limited have hereunto set their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by)
)
the above named)
)
in the presence of)
)
)

SIGNED SEALED AND DELIVERED by)
)
)
The above named)
)
)
in the presence of)

SIGNED SEALED AND DELIVERED by)
)
)
The above-named)
)
)
in the presence of)

DATED 1929.

THE BELLARY MUNICIPAL COUNCIL

and

THE MADRAS & SOUTHERN MAHRATTA

RAILWAY COMPANY LIMITED

Agreement as to Water supply

ARTHUR THOMAS,

GOVERNMENT SOLICITOR,

M A D R A S.

Fin 46/15/1 60

L. Sg (Pt) Defr

C.R. 37155 from the C.N.C. Bellary No 409/W d 25-9-29
C.R. 39173 from the Secy. to Govt. No 620-9 d 14-10-29
C.R. 56499 from the Govt Solicitor No 3178-d 6-8-12-29

+ O.M. 16/11

Subject

Water Supply to Bellary Railway Station - draft agreement with

Memo No 21017-7 D2 Pt d 15-1-30

With reference to the proposed agreement for the supply of water to the Madras and Southern Mahratta Railway Co. submitted by the Bellary D.C. the Govt consider that the reference to the penalty payable by the Council for non-supply should be omitted as it would be in contravention of Section 135 of the Madras D.M. Act, as the contemplated supply of water is for both domestic and other purposes.

2. The draft agreement has been revised and a copy

Only copy of the revised agreement received from the Govt Solicitor's office

Rs 50 c/f

Land 19/2
Ag 19/3

5/

of the agreement as redrafted is communicated to the C.O.C. Bellary. He is requested to report whether the agreement as redrafted meets with the approval of the M[illegible] and the R[illegible] Co. He is requested to submit his reply through the Sanl Engr

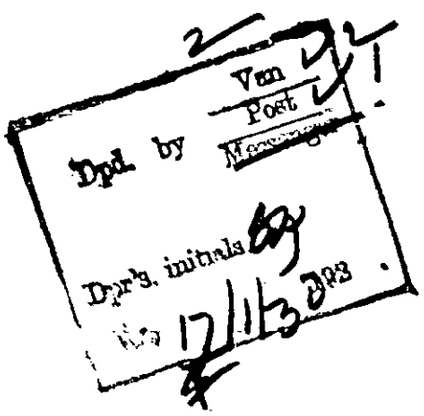
M/L 51.59 Cf.

BBM
81/130

8.1.30

To
the C.O.C. Bellary
a copy of
(with draft agreement).
enclosed

the Sanl Engr.

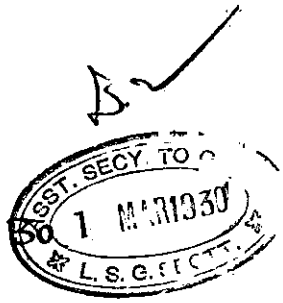


L. N. P. B. 3000-1-29.
Phone No. 23.

Municipal Office, Bellary.

No. 820
Enc. 28-2-
FROM,
M. R. Ry.

DATED 27-2-1930



821

N. Narayana Rao Garu, B. A., B. L.,
Chairman, Municipal Council,
BELLARY.

To

The Secretary to Government,
Local Self Government Department,
Madras.

Ref:- Your letter R.T. dated 19-2-1930

Sir,

I am herewith sending copies of the letter of the Agent, M & S.M.Railway Co., and also the Water Works Standing Committee's Resolution on the subject. After the receipt of the final approved agreement from the Agent, M & S.M.Railway, the same will be sent to you through the Sanitary Engineer as required.

Narayana Rao
Chairman.

GK.
Encl: 2.

67

Copy of letter No.W/1719 dated 13th February 1930, from the Agent, M & S.M.Railway, Co., Ltd., Park Town, Madras, to the Chairman, Municipal Council, Bellary.

****

Water Supply - Bellary Station.

With reference to your No.43-W., of the 24th January 1930, I have the honour to inform you that the proposed agreement --- forwarded therewith is in order, except clause 15 thereof, which empowers the Municipality to cut off or reduce the supply without the weeks notice provided for under clause 10 of the existing agreement.

If the Municipality were to cut off or reduce the supply without notice, serious detentions to train service and ----- inconvenience to the Railway Staff at the station are likely to be caused.

In the circumstances, I shall be glad if you will kindly have clause 15 of the proposed draft agreement worded in accordance with clause 10 of the existing agreement, providing for the --- week's notice referred to therein.

The proposed draft agreement is, therefore, returned --- herewith for favour of revision in the light of the above remarks.

****

(True copy)

Narayana Rao
Chairman,
Municipal Council.
27.2.30

64

Copy of Resolution No.1 of Water Works Standing Committee dated 21-2-1930.

The letter of the Agent, M & S.M. Railway No.W.1719 dated 13-2-30 is read and his request to have clause 15 of the --- draft agreement sent by the Government along with its Memo No.2107-7-D2 P.H/D.15-1-30 redrafted in accordance with -- clause 10 of the existing agreement is accepted. At the -- end of clause 15 of the draft agreement the following be added "provided one full week's notice in writing is given by them to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.

460-64

****

(True copy)

Narayana Rao

Chairman 27.2.30

GK.

Municipal Council.

Local Self Govt Department 14124 C.F. 98.

Public Health Branch.

REMINDER. **REPLY.**

To The Chairman, Munl Council
Bellary

To The Secretary
L.S.G. Dept.
Madras.

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ with information as to—

On No 21012-7 B/11 dated 15-1-30

(1) ~~the~~ stage at ~~which the matter now~~ is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

2. ~~It is~~ requested that the reply to this ~~reminder may~~ be sent ~~not~~ later than

Bdk 29/3

Office
Secy to L.S.G Dept
Station
Fort St George
Dated
29/3/30

Signature.
Deputy Secy to Govt
Designation.

SUBJECT.
Water Supply. Bellary Railway
Station. Draft agreement.

Rly

Returned with the remark that the subject is still under correspondence with the Agent M.S.M. Railway and his reply is awaited.

Ramayanam
Chairman
10-4-30

66 42

C.F. 30.

DEPARTMENT.

Received 12 APR 1930 192 . Registered 192 .

141 37

Subject.

WATER SUPPLY TO BELLARY RAILWAY STATION.

LSG (PA) Dept

ORW 18837.

The receipt of the agreement as finally approved by the Dist & the M & S.M.Ry Co. may be awaited.

Enclosures.
No. Copy of W,W,St, committee resolution No.4/944-30
Spare copies 2 Agent's letter

2only

No. 200.W./11.4.30.

Station BELLARY. Dated the 10th. April 1930.

From (Name) M.R.Ry, N. Narayana Rao Garu, B.A., B.L.,

(Designation) Chairman, Municipal Council.

To The Secretary to the Government of Madras,

Local Self Government Department.

Sir, MADRAS.

165 cj

In continuation of my No. 43 W/ 4-4-30.

I herewith send a copy of Agent's letter together with a copy of Resolution No. 4/9-4-30 of Water Works Standing Committee there on.

Narayana Rao
Chairman, M.C.
11 4 30

67

True copy of the "Madras and Southern Mahratta Railway Company Ltd. Agent's letter dated 18-3-30 No.W/1719. to the Chairman, Municipal Council Bellary.----------

---

Sir,

WATER SUPPLY BELLARY STATION.

With reference to your No.43 W of the 28th February, 1930, I have the honour to inform you that this administration is bound to pay for a minimum quantity of 20,000 gallons per diem, in accordance with the clause 8 of the draft agreement in respect of the above, where as in Clause 10 thereof, the Municipality is under certain conditions, exempted from any obligation with regard to supply of water.

Under the draft agreement, as it now stands, this administration can be compelled to pay for 20,000 gallons daily, whether supply is made or not.

As the above arrangement is not considered equitable, it is suggested that the following addition be made to clause 8 of the draft agreement:-

"Except that if the minimum supply of 20,000 gallons is not drawn on account of shortage in supply, payment shall only be made on the actual amount drawn".

I enclose herewith the draft agreement in respect of the above and shall be glad if you will kindly revise Clause 8 thereof, as suggested above, and return the same, at an early date.

(True Copy)

Narayana Rao
Chairman, M. C.

11430

68

TRUE COPY OF THE PROCEEDINGS OF THE WATER WORKS STANDING COMMITTEE DATED 9-4-30.

RESOLUTION NO. 4/9-4-30.

4. Letter from Agent M.S.M.Railway Madras, to make the following addition to Clause 8 of the draft agreement. "Except that if the minimum supply of 20,000 gallons is not drawn on account of shortage in supply, payment shall be made on the actual amount drawn."

The amendment is accepted. The Company is requested to expedite the acceptance of the offer, as the Government is pressing the acceptance of the same.

Sd. N. Narayana Rao

Chairman, M.C.

(True Copy)

Narayanarao

Chairman, M. C,

11 4-30

C.F. 30.

69 DEPARTMENT.

Received ..... 192 . *Registered* ..... 192 .

20940

Subject.

WATER SUPPLY TO RAILWAY STATION- BELLARY-
STAMPED AGREEMENT.

L 8/7

The final reply of the Council approving the draft agreement may be awaited.

Read 16/6

(17/7) Reminded on 25/7.

14.6.30 14.6.30 16/6.

ENCLOSURES.
No 1
Spare copies

No. 200 W/ 10-6-30.

Station Bellary. *Dated the* 10th June 1930.

From (Name) N. Narayana Rao Garu, B.A.,B.L.,

(Designation) Chairman, Municipal Council, Bellary.

To The Secretary to the Government of Madras,

Local Self Government Department.

MADRAS.

Sir,

P66 ante

In continuation of my letter No. 200 W/11-4-30 I herewith send a copy of letter No. W/1719 dated 7-6-30 received from the Agent M. S. M. Railway, Madras.

P70 infra

Narayana Rao
Chairman, M. C.
11.6.30

W. 1276

70

THE MADRAS AND SOUTHERN MAHRATTA RAILWAY CO., LD.

AGENT'S OFFICE
PARK TOWN,
MADRAS.

No. W/1719. Dated 7th June 1930.

To,

The Chairman,
Municipal Council,
Bellary.

Sir,

Water Supply - Bellary Railway Station -
Draft Agreement.

With reference to your II Reminder, dated the 31st May 1930, I have the honour to inform you that the stamped agreement will be sent to you shortly.

I have the honour to be,

Sir,
Your most obedient servant,
(śd) S.Soundararajan
for Ag. Agent.

(True Copy)

Narayana Rao
Chairman, M.C.
11 6 30

L. S. G. Department. C.F. 28.

REMINDER. P.W. Branch **REPLY.** 27343

To The Chairman 6 E.R. 1 1/8/1430 To The Secretary L Sg

Mc. cl. Bellary. Madras

The undersigned ~~has the honour to invite~~ is directed to invite ~~invites~~ attention to the communication noted in the margin and to request that this reminder may be returned ~~at once~~ with information as to—

Memo No. 21017-7 dated P.W 15.1.30

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay.

2. It is requested that the reply to this reminder may be sent not later than 7 days from the date of this receipt.

Office of the L.S.G. Ramachandra Mudaliyar
Signature.

Station Fort St George. ASSC. Secy.
Designation.

Dated 25.7.30

SUBJECT.

Water supply to Railway Station Bellary - Stamped agreement

Sir Agent M & SMRy has replied that it would be sent soon

Narayanaswamy
Chairman
29/7/30

L.S. 25/7

L.S. 29/7/30 Dept.

Lodged.

2. No C.W.P. will be received on 15.8.30.

1.8.30.

4/8

72

L°-88(P.H) Dep

Reminder

Subject.

Water Supply to Bellary
Re. Statin - Draft
Agreement.

Memo:— 21017-8 E1 P.H) 21.8.30

The attention of the
C. M. C. Bellary is invited
to memo No 21017-7 dt P.H) 15-1-30
on the above subject and
he is requested to state when
a reply may be expected.

for
W18

9.8.30

20

The C. M. C. Bellary

Dpd. by Van / Post / Messenger

Dpr's. initials BK

Date 21/8/30

C.F. 30.

MUNICIPAL WATER WORKS ~~V~~ DEPARTMENT.

SECRETARY TO GOVERNMENT 12 SEP 1930 LOCAL SELF GOVERNMENT DEPARTMENT

Received 192 . *Registered* 192 .

34278

Subject.

WATER SUPPLY TO BELLARY RAILWAY STATION.

SANITARY ENGINEER 8th SEP 1930 MADRAS

ENCLOSURES.

No. 1. Copy of agreement.
2. plan
3. Copy of Resolution
4. copy of letter. I.S.M. Agent.

Spare copies

No. 462 W.

Station BELLARY *Dated the* 3rd. September 1930.

From (Name) M.R.Ry. N.Narayana Rao Garu, B.A., B.L.

(Designation) Chairman, Municipal Council

To The Secretary to the Government of Madras,

Local self Government Department.
Madras.

Through

The Sanitary Engineer to Government,

MADRAS.

Sir,

I forward herewith Copy of stamped agreement and Plan as finally approved by the Water Works Standing Committee and the Agent M.S.M.Railway Company for your approval and return.

The Agent's letter is also herewith sent for information.

Narayana Rao
Chairman, M.C.
3-9-30

P.T.O.

Endorsement No: 484 G dated 12-9-30

The agreement forwarded by the Chairman, Municipal Council, may be approved subject to the following remarks.

(i) It is presumed that

'special' in lines 3 & 8 of page 2,

'and' in line 5 of page 2,

'shall be pass' in line 22 of page 2,

'for the purpose or repair, renewal' in line 2 of page 5,

'of otherwise' in line 17 of page 5,

'casual' in the last line of page 5,

are errors in typing for 'specials', 'as','which shall be passed', 'for the purpose of repair or renewal', 'or otherwise' and 'clause' respectively.

(ii) 'Before' in line 10 of page 2 should be 'during' and the words 'and for inspection' may be added at the end of the sentence.

~~(iii) The words "as may be deemed under clause 6" may be added after "such extended term" in line 6 of page 6.~~

(iii) The last sentence in clause 6 is redundant unless 'its' is intended to refer to the 'Company'.

(iv) The words "and its choice" in line 21 of page 5 should probably be "and at its choice".

11.9.30

DSR/11-9-30). 11-9-30 for Sanitary Engineer to Govt.

Copy of the Agreement of the Madras and Southern Mahratta Railway Company, Ltd. to the chairman, Municipal Council, Bellary.

****

This Agreement made the 1st day of September one thousand nine hundred and thirty between the Bellary Municipal Council, Bellary (hereinafter called "the council") of the one part and the Madras & Southern Mahratta Railway Company Limited incorporated in England and having its principal office in India at Park Town, Madras (hereinafter called "the Company") of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Council shall supply and the Company shall take and purchase water in bulk for domestic and locomotive purposes for a term of three years from the day of 19 in the quantities upon the terms and conditions and at the price hereinafter contained.

2. The Company shall construct and lay a main (hereinafter referred to as the new main) from the main of the Council now laid in Brucepet Road at the point marked A on the plan No. Bay/176.A annexed to this agreement leading to the Company's High level tank and in a position to discharge Water into same just above M.W.L.. There shall be no connection between the new main and the Company's distribution main and the Council shall have no control over the Company's pipe system beyond the point where the new main enters the company's High Level Tank.

3. The new main shall be constructed with cast iron pipes of 3 inches diameter and shall be laid at such depth as may be requisite and proper and shall also be furnished with

with a sluice valve close to the point of connection between the new main and the Council's main and all materials such as pipes, fittings, cocks, jointing materials, specials, valves etc. in new main shall be of such construction and quality as shall be required or approved by a duly authorised surveyor or Engineer of the Council, who shall have power to test such pipes, fittings, cocks, jointing materials specials, valves etc. Such Surveyor or Engineer and all other Officers and servants of the Council shall at all times have access to the said new main during and after construction thereof for the purpose of testing such materials, and for inspection

4. The new main when constructed and laid shall during the said term of three years or such other extended term be maintained by the Company in good repair or renewed when necessary. The cost of Constructing and laying the new main and of the works incidental thereto and of repairing and renewing the same shall be borne by the Company.

5. The Company shall at its own expense erect and build a meter house at the point B marked on the said plan or as near thereto as circumstances will admit and shall at the like expense fix therein a meter for the purpose of measuring the water to be supplied by the Council to the Company so that all water so supplied shall pass through such meter before being discharged into the High Level Tank of the Company.

6. The said meter house and meter shall be of such make, quality, description, and construction and shall be placed in such positions as the surveyor or Engineer of the Council shall require or approve and shall always during the said term of three years or such other extended term be kept in good repair working order, and condition and renewed when necessary to the satisfaction of the said Surveyor or Engineer and at the expense of the Company. The said meter and sluice valve shall ~~also at all reasonable times be open~~ be in the charge and control of the Council and all officers

officers and servants of the Council shall be at liberty to enter upon the premises of the Company for the purpose of inspecting the same. (The said meter and sluice valve shall also at all reasonable times be open to the inspection of the Company, its Officers and servants.)

7. Works hereinbefore mentioned shall be completed with as little delay as possible and upon the completion thereof the new main shall be connected with the Council's water main at the expense of the Company, such connection to be made in such manner as shall be directed by and to the sastisfaction of the Surveyor or Engineer of the Council.

8. The Council shall during the said term of three years or any such extended term deliver into and through the said meter and the Company shall take the quantities of water hereinafter mentioned that is to say not less than 20,000 gallons and not more than 24,000 gallons per day of 24 hours (calculated from 12 noon of one day to 12 noon of the succeeding day) and between the maximum and minimum limits aforesaid the actual daily quantity of water to be supplied by the Council and to be taken by the Company as aforesaid shall be at the option of the Council but if the Company shall not draw a minimum of 20,000 gallons per diem then they shall be deemed to have drawn water to the extent of such minimum as aforesaid and shall pay for the same under the terms hereof accordingly.

9. The Company will pay to the Council for the Water taken under the provisions of this agreement at the rate of Rs. 1-8-0 per every 1,000 gallons with the minimum aforesaid.

10. PROVIDED ALWAYS that if by reason of drought unavoidable cause or accident or the necessity for relaying or re-repairing pipes or other unforeseen circumstances or force majeure the Council shall at any time hereafter be unable to supply the Company with the minimum quantity of water which the Company may for the time being require under this agreement

agreement then so long as such inability shall continue the obligation hereunder of the Council shall cease, and the Company shall pay only for the actual amount of Water drawn.

11. The meter shall be properly sealed by or on behalf of both parties and shall not be interfered with by either party except in the presence of the other party or their respective representatives duly authorised in that behalf. The readings of the meter shall be taken by the accredited representatives of the Company and the Council at or as near noon as practicable on the last day of each Calendar month.

12. The register of the said meter shall be prima facie evidence of the quantity of the Water supplied by the Council through such meter. In the event of any difference or dispute arising between the Company and the Council as to the accuracy or state of repair or condition of the said meter the said meter shall be tested at the request of the Company or the Council by the Sanitary Engineer to the Government of Madras who shall also decide by whom the costs of such test are to be paid and his decision as to the accuracy or other wise of the meter and also the liability of either party to pay the costs of the test shall be final and binding on both parties.

13. The Council shall within fifteen days after the expiration of each calendar month deliver to the Company an account stating the quantity of water supplied to the Company by the Council in accordance with the reading of the said meter and the amount payable therefor and other charges (if any) payable by the Company to the Council and the Company shall pay the same within 2 months from the date of delivery of such account.

14. If at any time the said meter shall cease to

cease to register correctly or shall at any time be removed for the purpose of repair or renewal or for any other reason, then until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the Council shall be entitled to charge and the Company shall be liable to pay for a daily quantity of water equal to the average daily quantity of water for which the Company have paid or been liable to pay in respect of the previous three months under the terms of this agreement.

15. If the payments herein provided for or any part thereof shall be unpaid for the space of sixty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Company shall not in all things perform and observe the covenants and conditions herein contained and on the part of the Company to be observed and performed then and in each such case and in addition to any other right or power statutory or otherwise possessed by the Council it shall be lawful for the Council at any time thereafter not withstanding that the Council may not have ~~take~~ taken advantage of any previous breach or default of event of a like nature and at its choice, to reduce or suspend all further supply of water under this agreement provided one full week's notice in writing is given by them to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.

16. It shall be lawful for the parties hereto by mutual consent (to be signified in writing) after the expiration of the term hereby created to extend the period under this contract up to 31st December 1937 and all the terms and conditions contained herein shall apply to such extended terms except this ~~clause~~ clause for renewal.

17. If for more than seven days in any one Calendar month the Council shall fail to supply more than 60% of the minimum quantity of water which the Council shall be bound to supply under provisions of clause 8 hereof and in regard to which the Council shall not be exempted under the provisions hereinbefore contained or if such supply of water becomes unfit for boiler purposes the Company may then at their option terminate this agreement on giving to the Council 12 Calendar months notice in writing and on the expiration of the period mentioned in the notice the Company may remove at their own expense the new main meter and all other things or apparatus erected or used in connection with this agreement.

18. Subject to the provisions of clause 12 hereof all questions or differences which may at any time arise between the parties hereto touching these presents or the subject matter thereof or arising out of or in relation thereto respectively whether as to construction or other wise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by each party to the difference and in either case in accordance with and subject to the provisions of the Indian Arbitration Act of 1899 or any subsisting statutory amendment or re-enactment thereof.

****

IN WITNESS WHEREOF AND

IN WITNESS WHEREOF and

The Councillors of the Bellary Municipal Council for and on behalf of the Bellary Municipal Council and

The Agent in India of the Madras & Southern Mahratta Railway Company Limited for and on behalf of the Madras & Southern Mahratta Railway Company Limited have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and Delivered By
the above named
in the presence of
(sd) S.D.Ramaswami Naidu
Ag. Asst. Secretary to Agent.

(sd) C.C.Fink
Ag.Agent, M.&.S.M.Ry. Co.,

Signed sealed and delivered By
the above named
in the presence of
P.V.S.Iyer, Electrical Engineer

(sd)N. Narayana Rao
Chairman, Municipal Council.

Signed sealed and Delivered By
the above named
in the presence of

(sd) S. Chennabasappa
Councillor

(sd) D. Abdul Rawoof
Municipal Councillor

(True Copy)

Narayana Rao
Chairman, M.C.

3932

Copy of the letter of the Agent M. &. S. M. Ry. Company No. W/1719 dated 5th. August 1930 tp the Chairman, Municipal Council Bellary.

Water supply to the Railway Station at Bellary.

With reference to this office No. W/1719 of the 24th July 1930, I have the honour to forward herewith, duly signed, two stamped agreements, together with two copies of plan No. BAY/176-A, in respect of the supply of water to the Railway Administration at Bellary and to request that you will kindly return one copy thereof duly signed, at an early date.

The date of currency of the above agreement in clause 1 thereof, is left blank and may be filled in, when the connection is actually made and supply given.

(True copy)

Chairman, M.C.

3 9 30

Copy of the resolution of the Water Works Standing Committee Resolution No. 4 dated 9-5-30.

Resolution:-

The letter of the Agent M.S.M.Ry. Co., dated 30-4-30.

The words "And the Company shall pay only for the-e actual amount of water drawn" be added after clause 10 of the draft agreement as requested by the Agent in his letter No. W. 1719 of 30 - 4 -30.

(True Copy)

Chairman, M.C.
3 9 30

L. S. G (P.H.) Dept.

Cno 21017. From the C.M.C. Bellary. G.C. 2441/28 dt 29. 5. 29.

Subject

Water Supply to Bellary Rly. Station.

The Bellary mc. cl. proposes to supply water to the Bellary Railway Station and applies for the sanction of the Govt as such supply amounts to giving house connections. The mc. cl. has not granted house connections except to a few of the Govt buildings and has not therefore adopted the water works bylaws. The present proposals of the mc. cl. are:-

(1) to supply water to the Rly. Station both for domestic and non-domestic purposes

(2) that a charge of Rs 1-8-0 per 1000 gallons of water supplied shall be levied provided the Rly. Company guarantees to take a supply of not less than 20000 gallons a day (vide - resolns of the mc. cl. on pp 8 & 9 of)

There does appear to be any objection to the mc. cl. supplying water to the Rly. Station as it has

stopped. Supplying 24,000 gallons of water to the Alipuram Tail. But the Sanitary Engr. remarks that the legal position regarding a supply of water to the Rly. Co. must be examined. He states that if the legal position is such "that the Chairman may supply water in bulk to the Rly. Admin at a rate to be agreed upon without any free allowance, there can be no objection to the proposed system. ~~It should be~~ It is submitted, in this connection that under Subsection (1) of Section 132, the discretion to supply water for any purpose other than domestic consumption and use rests with the Chairman and that the Chairman may supply water on receiving a written application specifying the purpose for which such a supply is required. Moreover, Subsection (2) of Section 132 empowers the Council to levy such rates and impose such conditions for water supplied for non-domestic use. In the present case the Mun. Cl has resolved in its resolution (Vide p 8 of) to levy Rs 1-8-0 per thousand gallons and impose certain conditions

suggested by the Sanitary Engr. In the circumstances there does not appear seem to be any objection to the Cl. agreeing to the proposed supply.

The Sanitary Engr has however suggested certain conditions inter alia (vide pp 5 & 6) upon which he would recommend the Mty to give the supply. It is not known from the Chairman's reply whether the Ry. Co has accepted the Sanitary Engr's conditions. The C.M.C. may therefore be asked to say whether the Ry. Co has accepted the conditions.

~~A/draft memo is submitted for approval.~~ Moreover the Sanit. Engr points out that an agreement should be entered into by the Ry Co with the Municipal Council and that it should be forwarded through him. The Chairman may also be asked to do so.

A draft memo is submitted for approval.

Mdt
19.6.25

M 24/6

Mdt
24/6

Memo Nr. 27017 - 1 D2 Ptt. d 25-6-29 to the S.M.C. Bellary f 11/17
CM — from the C.M.C. Bellary Nr 2441/28 d 5-7-29 f 12
CM 28371 from the San. Engr. Nr. 429-G d 29-7-29 f 24
CM 28360 from the C.M.C. Bellary Nr 328-W d 25-7-29 f 26

DS.

Please see the reply from the C.M.C. Bellary on ff 12-13-C/f and the remarks thereon by the San. Engr. on ff 24-25 C/f. The C.M.C has reported that no final agreement has yet been reached and that as soon as the final stage is reached and agreement is accepted by both a copy of the same will be sent to the GOI. The San. Engr. recommends that the R.A. CO may be advised to come to an early decision in regard to the Agreement. He has also suggested certain modifications in the agreement. the attention of the C.M.C. may be invited to the modifications suggested by the S.E. and he may be requested to have them incorporated in the agreement. A draft memo is subd. for approval. A draft letter to the Agent M. & S.M. R.A. Co is also subd. for approval.

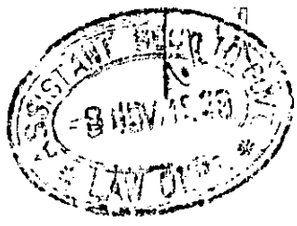
16/8/29

28/8/29

C No 39155 from the C.O.C. Bellary No 409/W d 25-9-29.

DS

Please see the draft agreement submitted by the C.O.C. Bellary on ff 42 to 45 C/f. The remarks of the Sani Engr may be invited in the first instance with ref to memo No 21017-1½ Plt d 25-6-1929. A draft memo is subd for approval.



BBK 7/10 KB 7/10/29

7/11

L 46 C/f Memo No 21017-4½ Plt d 8-10-29 to the San Engr
L 47 C/f C No 39173 from the San Engr. No 820-9 d 14-10-29.

DS

The S.E. reports that the draft agreement has already been approved by him. The proposal to subsidy rate to the Railway Company may now be approved. A draft order is subd for approval. It may be sent to the Law (Drafting) Dept for acceptance of the order and scrutiny of the draft agreement.

BBK 7/11/29

KB 7/11/29

7/11

Law (Drafting) —

9549
21017-5½ Plt
7-11-29
DS 1723
7.11.29

Law (Drafting) Department.

The draft agreement may be scrutinised by the Government Solicitor.

Please see rule (9) of Rule 8 of G.O. 2306-Law/1923

C/h 20.11.29

L.S.G.

Secy
Jom
23/11.

Dy no 1723-L/25/11/29

Ref L/25/11/29

L.S.G. (F) Dept

SS

Please see the note above by the Law Drafting Dept. One of the duties of the Govt Solicitor is "to prepare and revise tenders, conveyances ... contracts etc for the several departments of Govt. The Law (Drafting) Dept consider that the scrutiny of the draft agreement is included in the above duties of the Govt Solicitor. In the case of a similar draft agreement between the Vellore Mission Hospital and the M.C.L. Vellore, the Law (drafting) Dept made the scrutiny themselves without any reference to the Govt Solicitor (Vide 2562 F.H. d 22-10-29). Apparently the Law (drafting) Dept are not sure whether

Rule 9 on p 8 of (F)

(M) returned

in the case of the agreement under consideration the Conditions imposed are in accordance with the provisions under §§ 129-135 of the Railways & T. Act. The agreement makes no reference at all to the liability of the ~~Company~~ Railway Company to pay water tax or any arrear due for water and the right of the Board to cut off the supply in such cases etc. In the above circumstances the attention of the Govt Solicitor may be drawn to the above provisions of the Act and he may be requested to state whether the agreement is in order and, if not, to submit a revised agreement. A draft memo is subd for approval.

27/11/29
27.11.29

29/11

Memo no 21017-6 D2 Pt II d 28-11-29 to the Govt Solicitor
C. no 56499 from the Govt Solicitor no 3178 d 18-12-29

DS

Please see the revised draft agreement submitted by the Govt Solicitor on ff 51-59 c/f. The C.S.C. Bellary may be requested to state whether it meets with the approval of the parties concerned. A draft memo is subd for approval.

8/1/30
E.V.30

Memo. No 21017 - 7D/2 dtd 15.1.30 to the C.M.C. Bellary M. 55

C.M. 34278 from the San. Engr. No 462-W dtd 3.9.30 M. 75

DS

The C.M.C. Bellary has submitted a copy of the agreement as finally approved by the H.C. and the R.V. Co. for supply of water to the Railway Station. The San. Engineer has pointed out certain corrections to be made in the agreement. The relevant clauses in the agreement have been examined in the sectional note below. The agreement may be approved as revised in the sectional note below. Subject to these remarks the proposal to supply water to the Railway Station at Bellary may also be approved. A draft order is submitted for approval.

M. 75 & 81

M. 76

9/10

BPK.

9/9/30

Sectional Note

As adopted by the Belan n'cl

M 75-76 C

3. The new main shall be constructed with cast iron pipes of 3 inches diameter and shall be laid at such depth as may be requisite and proper and shall also be furnished with a sluice valve closed to the point of connection between the new main and the Council's main, and all materials such as pipes, fittings, cocks, jointing materials, special, valves etc., in the new main shall be of such construction and quality as shall be required or approved by a duly authorised surveyor or Engineer of the Council, who shall have power to test such pipes, fittings, cocks, jointing materials, special, valves etc., Such Surveyor or Engineer and all other Officers and servants of the Council shall at all times have access to the said new main during and after construction thereof for the purpose of testing such materials and for inspection

S. E's Remarks

74 C

It is presumed that 'special' in lines 7 and 12, and' in line 9 are errs in Typing for 'specials' (&) 'as'. . . .

'Before' in Line 16 should be 'during' and the words 'and for inspection' may be added at the end of the sentence.

Note by the L.S.G. Dept

The Term 'special' is the same as the one used in the draft agreement originally recommended by the Govt Solicitor (vide Lines 6 & 10 on 52 C/f).

Apparently the Word - ~~is used in a~~ has a technical ~~Sense~~ meaning and the S.E's amendment Viz ~~may~~ to substitute the word 'Specials' for 'Special' may ~~perhaps~~ be accepted.

The other amendments suggested by the Sanit Engr may also be accepted -

BPK
29/9

30/9

29/10

1764

4. The new main when constructed and laid shall during the said term of three years or such other extended term be maintained by the Company in good repair or renewed when necessary. The cost of constructing and laying the new main and of the works incidental thereto and of repairing and renewing the same shall be borne by the Company.

N.E. is Remarks

Nil

Note by Asstt. S.G. Deptt.

The word 'maintained' may be substituted for the word 'mainted'.

BLK
29/9
hod
30/9

5 The Company shall at its own expense erect and build a meter house at the point B marked on the said plan or as near thereto as circumstances will admit and shall at the like expense fix therein a meter for the purpose of measuring the water to be supplied by the Council to the Company so that all water so supplied shall be passed through such meter before being discharged into the High Level Tank of the Company.

S.E's remarks

It is presumed that "shall be pass in line 6 (22, errors in typing for "which shall be passed".

Note by the L.S.G. Dept

~~Please see para 5 of the last portion of the draft agreement as recommended by the Govt Solicitor on ~~f~~ 53 c/f.~~

Please see para 5 of the draft agreement as recommended by the Govt Solicitor on ~~f~~ 52-53 c/f. The latter part of the para reads as follows:

"to be supplied by the Council to the Company so that all water so supplied shall pass through such meter before being discharged into the high level tank of the Company."

The Council may be asked to adhere to the draft as recommended by the Govt. Solicitor. If so there will be no need to ~~amend~~ incorporate the San". Engineer's Amendment.

BJK 29/9.

3079

6 - The said meter house and meter shall be of such make quality, description and construction and shall be placed in such positions as the surveyor or Engineer of the Council shall require or approve and shall always during the said term of three years or such other extended term be kept in good repair working order and condition and renewed when necessary to the satisfaction of the said Surveyor or Engineer and at the expense of the Company. The said meter and sluice valve shall be in the charge and control of the Council and all officers and servants of the Council shall be at liberty to enter upon the premises of the Company for the purpose of inspecting the same. (The said meter and sluice valve shall also at all reasonable times be open to the inspection of the Company its officers and servants.)

M 26.7.77

San. Eng's Remarks

The Last pantence in clause 6 is redundant unless 'its' is intended to refer to the 'Company'.

Luck.

Note by the L.S.G Dept

Please see the corresponding para 4 the draft agreement as recommended by the Govt Solicitor on p 53 of. The word 'Company' may be inserted between the words 'the' and 'its' in the last line and the sentence may be retained.

BBK
29/9

30/9

7. Works hereinbefore mentioned shall be completed with as little delay as possible and upon the completion thereof the new main shall be connected with the Council's water main at the expense of the Company, such connection to be made in such manner as shall be directed by and to the satisfaction of the Surveyor or Engineer of the Council.

S.E's Remarks

Nil.

Note by the L.S.G Dept

Please see the corresponding para of the draft agreement as recommended by the Govt Solicitor on L 53 Cf. The entire para consists of a single sentence and the Comma may be substituted for the full stop after the word 'Company' in line 5 of the above draft.

BBK
29/9.

30/9

7/10

8. The Council shall during the said term of three years or any such extended term deliver into and through the said meter and the Company shall take the quantities of water hereinafter mentioned that is to say not less than 20,000 gallons and not more than 24,000 gallons per day of 24 hours (calculated from 12 noon of one day to 12 noon of the succeeding day) and between the maximum and minimum limits aforesaid the actual daily quantity of water to be supplied by the Council and to be taken by the Company as aforesaid shall be at the option of the Council but if the Company shall not draw a minimum of 20,000 gallons per diem then they shall be deemed to have drawn water to the extent of such minimum as aforesaid and shall pay for the same under the terms hereof accordingly.

S. E's remarks

Nil.

Note by the L.S.G. Dept

The word 'of' may be substituted for the word 'or' in line 6 of the above para

BPK
29/9.

3078

(o PROVIDED ALWAYS that if by reason of drought unavoidable cause or accident or the necessity for relaying or re-repairing pipes or other unforeseen circumstances or force majeure the Council shall at any time hreafter be unable to supply the Company with the minimum quantity of water which the ~~Copnay~~ Company may for the time being require under ~~th~~ This agreement then so long as such inability shall continue the obligation hereunder of the Council shall cease, and the Company shall pay only for the actual amount of water drawn.

H 77-78 C/f

S.E's remarks

nil

Note by the L.S.G Dept

The Word 'This' may be substituted for the word 'the' in line 8 of the above ~~draft~~ para.

BSK 29/9 The ~~Words~~ clause " and the Company shall pay only for the actual amount of water drawn" has been added to the para. at the instance of the Railway Co. (vide p/83 of) The addition may perhaps be approved.

BSK 29/9

30/9

/780/

13. The Council shall within fifteen days after the expiration of each calendar month deliver to the Company an account stating the quantity of water supplied to the Company by the Council in accordance with the reading of the said meter and the amount payable therefor and other charges (if any) payable by the Company to the Council and the Company shall pay the same within 2 months from the day of delivery of such account.

S.E's Remarks

Nil

Note by The L.S.G Dept

The word 'such' may be inserted between the words 'of' and 'account' at the end of the above para. (Vide corresponding portion of the draft as recommended by the Govt Solicitor on 5/6/56)

BPG
29/9.

30/9

14. If at any time the said meter shall cease to register correctly or shall at any time be removed for the purpose of repair, renewal or for any other reason then until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the Council shall be entitled to charge and the Company shall be liable to pay for a daily quantity of water equal to the average daily quantity of water for which the Company have paid or been liable to pay in respect of the previous three months under the terms of this agreement.

478-79 C

S. E.'s Remarks

It is presumed That "for the purpose or repair, renewal" are errors in typing for 'for the purpose of repair or renewal.'

74 C

Note by The L.S.G. Dept.

The S. E's prescription is Correct and the draft may be amended accordingly as shown below: —

"for the purpose of repair, renewal or for any other reason".

BK 9/9

Lwd 30/9

Ag 1/10.

15/ If the payments herein provided for or any part thereof shall be unpaid for the space of sixty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Company shall not in all things perform and observe the covenants and conditions herein contained and onthe part of the Company to be observed and performed then and in each such case and in addition to any other right or power statutory or otherwise possessed by the Council it shall be lawful for the Council at any time thereafter notwithstanding that the Council may not have taken advantage of any previous breach or default of event of a like nature and at its choice to reduce or suspend all further supply of water under this agreement (provided one full week's notice in writing is given by them to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.)

S.E.'s remarks

(1) It is presumed that 'of otherwise' are errors in typing for 'or otherwise'.

(2) The word 'and its choice' in line 13 (21) should probably be 'and at its choice'.

Note for the D.S.& Dept

The first Correction pointed out by the S.E. may be accepted. The proviso at the end of the above para has been added at the instance of the Agent, D.S. Rly. & Co. (vide p63 cf.). The S.E. has not objected to the proviso and it

As regards the second correction, the words to be substituted are "at its choice" for "and its choice"

may be accepted

BBK

7/9 Mitra

3078

6. It shall be lawful for the parties hereto by mutual consent (to be signified in writing) after the expiration of the term hereby created to extend the period under this contract up to 31st December 1937 and all the terms and conditions contained herein shall apply to such extended terms except this ~~clause~~ Casual for renewal.

S.E's remarks

It is presumed that the word 'Casual' is a typing error for 'clause'

Note by the L.S.G. Dept

The S.E's presumption is correct and the word 'clause' may be substituted for the word 'Casual.'

BJK
29/9.

30/9

Sectt. II-5 (a)—50,606—5-11-29.

L.S.G (Pt) DEPARTMENT.

	Date.	Initials.
When received for Fair-copying.	7/11	
When copied ..	8/11	
When examined ..		
When signed ..		
When despatched ..		

Water Supply - Bellany Railway Station - Proposal Sanctioned.

READ AGAIN G.O. No. ....., dated ..... 19 .

" " " " ..... " ..... 19 .

READ ALSO:—

C. No 2107 From the C.M.C. Bellany, No. 2441/4 dated 29-5-1929.

" " 56499 " " Govt Solicitor " 3038/29 " 18-12-1929.
34258 C.M.C. Bellany 462/W 3-9-30

" " — " " San^y Engr " 486-9 " 12-9-1930

ORDER.

No. 2823 Dft, dated 7-11-1930

M/s

C.J.B.
Please work out a d/c of Govt agreement
[illegible] 8/11

The Bellany M'cl has submitted a copy of the agreement entered into with the Agent, M. S. & R. Co. for the supply of water to the premises of the Railway Station at Bellany. The Govt consider that certain alterations should be carried out in the agreement and a copy of the agreement as revised by the Govt is annexed to the order. Subject to the ~~alterations~~ adoption of the revised agreement the Govt approve of the proposal of the Bellany M'cl to supply water to the Railway Station at Bellany.

PBK
29/9/30 Ltd 30/9

P.T.O.

Dptd by Van / Post / Messenger

Dpn's. Initials SK

Date 8/11/30 192

10

To
The C.M.C Bellany. (with copy of agreement & plan)
The San^y Engr. (with copy of agreement).

Annexure...

(H.E. Mh 75-81 C-/)

as corrected.

Scott. IL15 (a)—86,0002-8-1—30.

Received ..... 19 . *Registered* ..... 19 .

Abstract.

Water supply - Bellary Railway station - Proposal sanctioned.

LOCAL SELF GOVERNMENT DEPARTMENT.

G.O. No. MS 2823 P.H. . dated. 7th November 1930.

ENCLOSURES

No.

READ the following paper:—

From the Chairman, Municipal Council, Bellary, No.2441/28 dated 29th May 1929.
From the Government Solicitor, No.3178/29 dated 18th December 1929.
From the Chairman, Municipal Council, Bellary, No.462/W dated 3rd September 1930.
From the Sanitary Engineer, No.484-G dated 12th September 1930.

O R D E R:

The Bellary Municipal Council has submitted a copy of the agreement entered into with the Agent, Madras and Southern Maharatta Railway Company for the supply of water to the premises of the Railway station at Bellary. The Government consider that certain alterations should be carried out in the agreement and a copy of the agreement as revised by the Government is annexed to the order. Subject to the adoption of the revised agreement, the Government approve of the proposal the Bellary Municipal Council to supply water to the Railway Station at Bellary.

(By order of the Govt., Ministry of Local Self Government)

A. D. Crombie,
Deputy Secretary to Government.

To the Chairman, Municipal Council, Bellary
" Sanitary Engineer.

F o r w a r d e d
(By order)

Superintendent.

v.s.8/11.

Copy of the Agreement of the Madras and Southern Mahratta Railway Company, Ltd. to the Chairman, Municipal Council, Bellary.

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This Agreement made (the 1st day of September) one thousand nine hundred and thirty between the Bellary Municipal Council, Bellary (hereinafter called "the council") of the one part and the Madras & Southern Mahratta Railway Company Limited incorporated in England and having its principal office in India at ~~Kxxtk~~ Park Town, Madras (hereinafter called"the Company") of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Council shall supply and the Company shall take and purchase water in bulk for domestic and locomotive purposes for a term of three years from the day of 19 in the quantities upon the terms and conditions and at the price hereinafter contained.

2. The company shall construct and lay a main (hereinafter referred to as the new main) from the main of the Council now laid in Brucepet Road at the point marked A on the plan No.Bay/176.A annexed to this agreement leading to the Company's High level tank and in a position to discharge Water into same just above M.W.L. There shall be no connection between the new main and the Company's distribution main and the Council shall have no control over the Company's pipe ~~xx~~ system beyond the point where the new main enters the Company's High Level Tank.

3. The new main shall be constructed with ~~xx~~ cast iron pipes of 3 inches diameter and shall be laid at such depth as may be requisite and proper and shall also be furnished with

with a sluice valve close to the point of connection between the new main and the Council's main and all materials such as pipes, fittings, cocks, jointing materials, specials, valves etc. in the new main shall be of such construction and quality as shall be required or approved by a duly authorised surveyor or Engineer of the Council, who shall have power to test such pipes, fittings, cocks, jointing materials specials, valves etc. Such Surveyor or Engineer and all other Officers and servants of the Council shall at all - times have access to the said new main during and after construction thereof for the purpose of testing such materials, and for inspection.

4. The new main when constructed and laid shall during the said term of three years or such other extended term be maintained by the Company in good repair or renewed when necessary. The cost of constructing and laying the - new main and of the works incidental thereto and of repairing and renewing the same shall be borne by the Company.

5. The Company shall at its own expense erect and build ~~=~~ a meter house at the point B marked on the said plan or as near thereto as circumstances will admit and shall at the like expense fix therein a meter for the purpose of measuring the water to be supplied by the Council to the Company so that all the water so supplied shall pass through such ~~meter~~ meter before being discharged into the High Level Tank of the Company.

6. The said meter house and meter shall be of such make quality description and construction and shall be placed in such positions as the surveyor or Engineer of the Council shall require or approve and shall always during the said - term of three years or such other extended term be ~~kp~~ kept in good repair working order and condition and renewed when - necessary to the satisfaction of the said surveyor or Engineer and at the expense of the Company. The said meter and sluice valve shall be in the charge and control of the Council and all officers

officers and servants of the Council shall be at liberty to enter upon the premises of the Company for the purpose of inspecting the same. The said meter and sluice valve shall also at all reasonable times be open to the inspection of the Company, its Officers and - Servants.

7. Works hereinbefore mentioned shall be completed with as little delay as possible and upon the completion thereof the new main shall be connected with the Council's water main at the expense of the Company, such connection to be made in such manner as shall be - directed by and to the satisfaction of the Surveyor or Engineer of the Council.

8. The Council shall during the said term of three years or any such extended term deliver into and through the said meter and the Company shall take the quantities of water hereinafter mentioned that is to say not less than 20,000 gallons and not more than 24,000 gallons per day of 24 hours (calculated from 12 noon of one day to 12 noon of the succeeding day) and between the maximum and minimum limits aforesaid the actual daily quantity of water to be supplied by the Council and to be taken by the Company as aforesaid shall be at the option of the Council but if the Company shall not draw a minimum of 20,000 gallons per diem then they shall be deemed to have drawn water to the extent of such minimum as aforesaid and shall pay for the same - under the terms hereof accordingly.

9. The Company will pay to the Council for the Water taken under the provisions of ~~hi~~ this agreement at the rate of Rs. 1-8-0 per every 1,000 gallons with the minimum aforesaid.

10. PROVIDED ALWAYS that if by reason of drought unavoidable cause or accident or the necessity for relaying or re-repairing pipes or other unforeseen circumstances of force majeure~~thu~~ the Council shall at any time hereafter be unable to supply the Company with the minimum quantity of water which the Company may for the time being require

under

under this agreement then so long as such inability shall continue the obligation hereunder of the Council shall cease, and the Company shall pay only for the actual amount of Water drawn.

11. The meter shall be properly sealed by or on behalf of both parties and shall not be interfered with by either party except in the presence of the other party or their respective representatives duly authorised in that behalf. The readings of the meter shall be taken by the accredited representatives of the Company and the Council at or as near noon as practicable on the last day of each Calendar month.

12. The register of the said meter shall be prima facie evidence of the quantity of the Water supplied by the Council through such meter. In the event of any difference or dispute arising between the Company and the Council as to the accuracy or state of repair or condition of the said meter the said meter shall be tested at the request of the Company or the Council by the Sanitary Engineer to the Government of Madras who shall also decide by whom the costs of such test are to be paid and his decision as to the accuracy or other wise of the meter and also the liability of either party to pay the costs of the test shall be final and binding on both - parties.

13. The Council shall within fifteen days after the expiration of each calendar month deliver to the Company an account stating the quantity of water supplied to the Company by the Council in accordance with the reading of the said meter and the amount payable therefore and other charges (if any) payable by the Company to the Council and the Company shall pay the same within 2 months from the date of delivery of such - account.

14. If at any time the said meter shall cease to

cease to register correctly or shall at any time be removed for the purpose of repair, or renewal or for any other reason, then until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the Council shall be entitled to charge and the Company shall be liable to pay for a daily quantity of water equal to the average daily quantity of water for which the Company have paid or been liable to pay in respect of the previous three months under the terms of this agreement.

15. If the payments herein provided for or any part thereof shall be unpaid for the space of sixty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Company shall not in all things perform and observe the covenants and conditions herein contained and on the part of the Company to be observed and performed then and in each such case and in addition to any other right or power statutory (otherwise possessed by the Council it shall be lawful for the Council at any time thereafter notwithstanding that the Council may not have taken advantage of any previous breach of default of event of a like nature and at its choice to reduce or suspend all further supply of water under this agreement provided one full week's notice in writing is given by them to the Company's Agent at Madras to enable the Company to bring their emergency arrangements into force.

16. It shall be lawful for the parties hereto by mutual consent (to be signified in writing) after the expiration of the term hereby created to extend the period under this contract up to 31st December 1937 and all the terms and conditions contained herein shall apply to such extended terms except this clause for renewal.

17. If for more than seven days in any one Calendar month the Council shall fail to supply more than 60% of the minimum quantity of water which the Council shall be bound to supply under provisions of clause 8 thereof and in regard to which the Council shall not be exempted under the provisions hereinbefore contained or if such supply of water becomes unfit for boiler purposes the Company may

then

then at their option terminate this agreement on giving to the Council 12 Calendar months notice in writing and on the expiration of the period mentioned in the notice the Company may remove at their own expense the new main meter and all other things or apparatus erected or used in connection with this agreement.

18. Subject to the provisions of clause 12 hereof all questions or differences which may at any time arise between the parties hereto touching these presents or the subject matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and in default of agreement to two arbitrators one to be appointed by each party to the difference and in either case in accordance with and subject to the provisions of the Indian Arbitration Act of 1899 or any subsisting statutory amendment or re-enactment thereof.

IN WITNESS WHEREOF AND

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The Councillors of the Bellary Municipal Council for and on behalf of the Bellary Municipal Council and

The Agent in India of the Madras &Southern Maharatta Railway Company Limited for and on behalf of the Madras & Southern Maharatt Railway Company Limited have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and Delivered by the abovenamed in the presence of (sd) S. D. Ramaswami Naidu Ag. Asst. Secretary to Agent.

(sd) C. C. Fink
Ag. Agent, M. & S. M. Ry. Co.

Signed sealed and delivered by the above named in the presence of P. V. S. Iyer, Electrical Engineer

(sd) N. Narayana Rao
Chairman, Municipal Council.

Signed sealed and delivered by the above named in the presence of
(sd) S. Chennabasappa
Councillor
(sd) D. Abdul Rawoof
Municipal Councillor.

(True copy)

Sd.
Chairman, M.C.